



***City of
Wenatchee***

WENATCHEE CITY COUNCIL MEETING
WENATCHEE CITY HALL

May 27, 2010
AGENDA

Executive Session:

4:45 p.m. Executive Session regarding real estate issues. Final actions shall be taken in a public meeting.

5:15 p.m. Pledge of Allegiance

Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Motion to accept the work performed by the contractor, Redside Construction, LLC, on project 0804, the Wenatchee Day Use Moorage Project; and further to authorize the Mayor to sign the Final Contract Voucher Certificate on behalf of the City.
- Resolution No. 2010-40, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the disposal of the personal property identified herein.
- Resolution No. 2010-41, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

Citizen Comments: (3 minute presentation)

Presentations:

- Diversity Advisory Council Presentation
- Applesox Proclamation
- Acknowledgment of Port of Chelan County's purchase of Morse Steel property

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1.)

Action Items:

- A. Resolution No. 2010-35, authorizing application(s) for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Recreation and Conservation Office (RCO) as provided in Chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands – David Erickson
- B. Motion for approval of the Agreement regarding Rental between the Supporters of the Center and the City of Wenatchee and to authorize the Mayor to sign the same – Allison Williams
- C. Motion for authorization of staff to proceed, in partnership with the Public Facilities District, with a RFP for joint food service to serve the Town Toyota Center and Wenatchee Convention Center – Allison Williams
- D. Motion for approval of City of Wenatchee Utility Box Art Program “Out of the Box” project – Brenda Abney
- E. Motion for approval for the Wenatchee Police Department to proceed with the Edward Byrne Memorial Justice Assistance Grant (JAG) – Tom Robbins
- F. Motion to authorize the Mayor to sign the contract with HDR for design services for the WWTP Odor Control/Visual Mitigation/Headworks Design Project 0913 - Dan Frazier
- G. Motion for approval of the Memorandum of Agreement between the City of Wenatchee and the Association of Federal State County and Municipal Employees (AFSCME) Local 846 related to Medical Insurance Plan enrollment and authorize the Mayor to sign the Agreement - Dan Frazier/Judy Smith
- H. Motion for approval for the Mayor to sign the Agreement between City of Wenatchee and AFSCME, Local 846 for January 1, 2011 through December 31, 2011 – Dan Frazier/Judy Smith
- I. Motion to authorize the Public Works Director-Operations to solicit quotes and purchase a new or demonstration model combination sewer educator truck – Dan Frazier
- J. Motion to authorize the Mayor to sign the amendment with HDR Engineering, Inc. for additional construction services and revising the time for completion with the Historic Pipeline/Pedestrian Bridge Preservation Project 0907 – Gary Owen

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- K. Motion to award the contract for the Washington and Miller Street Signal Project, City Project Number 0608 to the low bidder, Hurst Construction, in the amount of \$202,248.00, and authorize the Mayor to sign the contracts – Gary Owen

Public Hearing Items:

- L. Resolution No. 2010-39, adopting the City of Wenatchee Comprehensive Stormwater Plan Update – Steve King
- M. Motion to approve the substantial amendment to the City's 2009 Annual CDBG Action Plan, summarized as re-programming the remaining balance from the 2009 Methow Park project to the 2009 South Wenatchee Sidewalk project, totaling \$30,420.66 – Monica Libbey

Vouchers:

Special cash out distribution in the amount of \$9,410.76 for May 12, 2010
Claim checks #152456 through #152564 in the amount of \$231,646.01 for May 13, 2010
Claim checks #152565 through #152649 and Wire #1206 in the amount of \$144,137.03 for May 19, 2010
Payroll distribution in the amount of \$1,280.00 for May 20, 2010
Payroll distribution in the amount of \$18,260.47 for May 20, 2010
Payroll distribution in the amount of \$332,990 for May 20, 2010
Payroll distribution in the amount of \$14,517.18 for May 28, 2010

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**City of
Wenatchee**

WENATCHEE CITY COUNCIL
REGULAR MEETING

May 13, 2010

MINUTES

In attendance:

Mayor Dennis Johnson
Councilmember Jim Bailey
Councilmember Tony Veeder
Councilmember Karen Rutherford
Councilmember Mark Kulaas
Councilmember Don Gurnard
Councilmember Carolyn Case

City Attorney Steve Smith
Parks & Recreation Director David Erickson
City Engineer Gary Owen
Environmental Manager Jessica Shaw
Public Works Director (Engineering) Steve King
Associate Planner Brian Frampton
Development Review Engineer Donald Nelson
Planning Manager Monica Libbey
Public Works Director (Operations) Dan Frazier
IS Support Kyle Schuttie
Fire Chief Stan Smoke
Inspection Services Manager Cliff Burdick

Exec. Services Director Allison Williams
City Clerk Tammy Stanger

The meeting was called to order by Mayor Dennis Johnson at 4:30 p.m.

4:30 p.m. Executive Session to discuss with legal counsel representing the City matters relating to litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party.

Motion to approve meeting in executive session by Councilmember Karen Rutherford. Councilmember Don Gurnard seconded the motion. Motion carried.

The regular meeting was called to order by Mayor Dennis Johnson at 5:15 p.m.

5:15 p.m. Pledge of Allegiance led by Councilmember Karen Rutherford.

Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.
- Motion to postpone the public hearing considering the Planning Commission's recommendation on the Comprehensive Stormwater Plan Update to May 27, 2010.

Motion to approve the consent items by Councilmember Don Gurnard with the addition of adding Item AA to the Action Agenda as it relates to the motion to accept the settlement agreement with Chelan County and Kevin Gates. Councilmember Carolyn Case seconded the motion. Motion carried.

Councilmember Carolyn Case stated that the April 22, 2010 Minutes needed to be revised to correct the name of "Cheryl" Case to "Jewel" Case.

Citizen Comments: (3 minute presentation)

1. Pat Palmer, owner of Palmer Shoes in downtown Wenatchee spoke to the Council of his concern as a downtown business owner with the skateboarders and cyclists, parking enforcement, and smoking, and the need for law enforcement visibility in downtown Wenatchee.
2. Linda Herald, 1913 Hideaway Place, Wenatchee, spoke as a representative of Coast Hotels & Resorts. She read a letter to the Council on behalf of Coast Hotels regarding the Council's consideration of the hotel/motel tax issue. A copy of the letter was retained for the record.
3. Jim Snyder, spoke to the Council of his concern regarding banners and signs cluttering the City. He shared with the Council a photo of banners on a baseball backstop as an example. A copy of the photo was retained for the record. He indicated his willingness to assist the Council in any way with the sign issue in Wenatchee.

Presentations:

- A proclamation for Physical Fitness & Sports Month was read by Councilmember Karen Rutherford and presented to the City of Wenatchee Parks & Recreation Director David Erickson.
- A proclamation for Building Safety Month was read by Councilmember Carolyn Case and presented to the City of Wenatchee Inspection Services Manager Cliff Burdick.
- The Shrub Steppe'n Up Saddlerock 10 Year Anniversary was recognized by Mayor Dennis Johnson and special recognition given to Councilmember Karen Rutherford, one of the founders of the program.

Action Items:

- AA. Motion to approve the Settlement Agreement with Chelan County regarding the Chelan County Comprehensive Plan Amendment and to authorize the Mayor to sign the written Settlement Agreement.

City Attorney Steve Smith presented the staff report.

Motion to authorize the Mayor to sign the Settlement Agreement as represented by legal counsel by Councilmember Mark Kulaas. Councilmember Carolyn Case seconded the motion. Motion carried.

- A. Resolution No. 2010-34, of the City of Wenatchee accepting the Wenatchee Dog Off Leash Area Potential Study as complete.

Parks & Recreation Director David Erickson presented the staff report.

Deborah Goodell, 637 Kings Court, Wenatchee, spoke as to her support of having an off leash dog park in Wenatchee. She has established the domain name wenatcheefido.org.

Robin Thompson, 1028 Vista Place, Wenatchee, spoke of his support of having an off leash dog park in Wenatchee.

Motion to approve by Councilmember Don Gurnard. Councilmember James Bailey seconded the motion. Motion carried.

- B. Motion to authorize the Mayor to sign the Release of Roadway Easement from Robert and Linda Parlette upon certification from the City Engineer that improvements have been made to North Road that comply with the intent of the improvements that were to be made on the easement from Parlette.

City Engineer Gary Owen presented the staff report.

Council asked questions of staff.

Motion to approve by Councilmember Karen Rutherford. Councilmember Tony Veeder seconded the motion. Motion carried.

- C. Resolution No. 2010-38, appointing a member to the Wenatchee Community Center Advisory Board (Betty Smith).

Parks & Recreation Director David Erickson presented the staff report.

Motion to approve by Councilmember Mark Kulaas. Councilmember Carolyn Case seconded the motion. Motion carried.

- D. Motion to award Otak, Inc. the Stormwater Operation and Maintenance Plan Project and authorize the Mayor to sign a contract on behalf of the City of Wenatchee.

Environmental Manager Jessica Shaw presented the staff report.

Council asked questions of staff.

Motion to approve by Councilmember Karen Rutherford.
Councilmember Tony Veeder seconded the motion. Motion carried.

- E. Motion to authorize the Mayor to sign the Supplemental Contract with RH2 Engineering for construction phase services on the Jefferson Booster Pump Station 0917.

Public Works Director of Engineering Steve King presented the staff report.

Council asked questions of staff.

Motion to approve by Councilmember Tony Veeder. Councilmember
James Bailey seconded the motion. Motion carried.

- F. Motion to award Erlandsen the Stormwater Mapping and Maintenance Tracking Project and authorize the Mayor to sign a contract on behalf of the City of Wenatchee.

Environmental Manager Jessica Shaw presented the staff report.

Council asked questions of staff.

Motion to approve by Councilmember Karen Rutherford.
Councilmember Carolyn Case seconded the motion. Motion carried.

- G. Motion to authorize the Mayor's signature on the Interlocal Cooperative Agreement with Chelan County for the Regional Shoreline Master Program.

Associate Planner Brian Frampton presented the staff report.

Council asked questions of staff.

Motion to approve by Councilmember James Bailey. Councilmember
Karen Rutherford seconded the motion. Motion carried.

Public Hearing Items:

Mayor Dennis Johnson explained the public hearing process.

- H. Motion to approve and authorize the Mayor to sign the Sewer Mainline Reimbursement Agreement between the City of Wenatchee and Roy Vespier and Sharon Vespier, amending the document by replacing the Exhibit E of the document with the "Cost Per Benefitted Property Exhibit E".

Development Review Engineer Donald Nelson presented the staff report.

Council asked questions of staff.


There was no public comment.

Motion to approve by Councilmember Mark Kulaas. Councilmember James Bailey seconded the motion. Motion carried.

With no further business the meeting adjourned at 6:46 p.m.

ATTEST: _____	*****	_____
Tammy Stanger		Dennis Johnson
City Clerk		Mayor

**CITY OF WENATCHEE
PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR: City Council **DATE:** May 24, 2010
TO: Dennis Johnson, Mayor **REGULAR MEETING:** May 27, 2010
FROM:  Gary Owen, City Engineer
SUBJECT: Wenatchee Day Use Moorage, Project 0804
Project Acceptance

I. REFERENCE(S):

1. Final Contract Voucher Certificate.
2. Photos (attached to this agenda report)

II. STAFF RECOMMENDATIONS:

Staff recommends that the City Council accept the work performed by the contractor, Redside Construction, LLC on project 0804, the Wenatchee Day Use Moorage Project; and further to authorize the Mayor to sign the Final Contract Voucher Certificate on behalf of the City of Wenatchee.

III. FISCAL IMPACT:

The bid award amount was \$624,889.08. The final contract cost is \$641,254.70. Moderate construction change orders, additions, and deletions of work account for the over-run in anticipated construction costs. The addition of the log boom as additional protection from ice flows is the primary reason for the additional cost.

The project was substantially complete before the end of 2009 with only minor punchlist items that carried over to this year. PUD staff indicated acceptance of the work this year but a formal transfer of the facility (per formal agreement) will not take place until environmental permits are approved including the log boom addition.

IV. HISTORY AND FACTS BRIEF:

This project was turned over to public works for final design and construction in 2008. The project was advertised for bids in 2008 but the bids were rejected due to higher than anticipated cost. The project design was then modified to remove the expansion of the parking lot and the location of the dock revised to coincide with the current lot configuration. The project was re-bid last year and the low bid was within reach of available funds. The project was awarded and an appropriate construction cost contingency was secured.

V. ADMINISTRATIVE ROUTING:

Steve King, Public Works Director
Tammy Stanger, City Clerk



Orondo Moorage Complete in Fall 2009



Orondo Moorage nearing completion during construction.



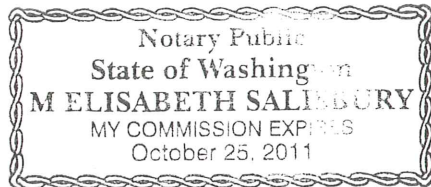
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor Redside Construction			
Street Address P.O. Box 267			
City Port Gamble	State WA	Zip 98364	Date 5/5/10
State Project Number	Federal-Aid Project Number		Highway Number
Job Description (Title) Wenatchee Day Use Moorage Project 0804			
Date Work Physically Completed 3/12/10		Final Amount \$641,254.70	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



Sam Berry
Contractor Authorized Signature Required

Sam Berry
Type Signature Name

Subscribed and sworn to before me this 13th day of MAY 20 10

X *M. Elisabeth Salisbury* Notary Public in and for the State of Washington,

residing at KITZAP COUNTY WASHINGTON

City of Wenatchee

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X _____
Mayor/or Designee

Date of Acceptance

RESOLUTION NO. 2010-40

A RESOLUTION, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the disposal of the personal property identified herein.

WHEREAS, the City of Wenatchee owns the personal property legally described on Exhibit "A"; and

WHEREAS, the personal property described on Exhibit "A" is surplus to the needs of the City; and

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said personal property under RCW 35A.11.010 and Chapter 1.34 WCC as currently enacted.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wenatchee, as follows: The personal property described on Exhibit "A" is declared surplus to the needs of the City of Wenatchee. The City of Wenatchee is hereby authorized and directed to sell, transfer and convey the personal property described on Exhibit "A" in accordance Chapter 1.34 WCC.

PASS BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this _____ day of _____, 2010.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
DENNIS JOHNSON, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED

By: _____
STEVE D. SMITH, City Attorney

Exhibit A for Resolution 2010

[illegible]

**CITY OF WENATCHEE
PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR : City Council **DATE:** May 24, 2010
TO : Dennis Johnson, Mayor **REGUALR MEETING:** May 27, 2010
FROM: Dan Frazier, Public Works Director - Operations

SUBJECT: Resolution 2010-41 Declaring certain personal property surplus to the needs of the City.

I. REFERENCE(S):

1. Resolution 2010-41

II. ACTION REQUESTED OF COUNCIL/STAFF RECOMMENDATIONS:

Staff recommends that the City Council adopt Resolution 2010-41 declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

III. FISCAL IMPACT:

Auction proceeds for furnishings and facility equipment will be disbursed to the fund for which the furnishings or equipment were originally purchased. Any proceeds from equipment which has dedicated replacement funding will be dispersed to its respective fund.

III. HISTORY AND FACTS BRIEF:

Each year the Public Works Department determines if there are any items which are surplus to the needs of the City and asks for approval from the City Council to dispose of those items. This disposal normally takes place through the multi-governmental auction held each year at the Chelan County Fairgrounds in June.

IV. ADMINISTRATIVE ROUTING:

Tammy Stanger, City Clerk
Mark Calhoun, Finance Director

RESOLUTION NO. 2010-41

A RESOLUTION, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Department of Public Works to dispose of the personal property identified herein.

WHEREAS, the City of Wenatchee owns the personal property legally described on Exhibit "A"; and

WHEREAS, the personal property described on Exhibit "A" is surplus to the needs of the City; and

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said personal property under RCW 35A.11.010 and Chapter 1.34 WCC as currently enacted.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wenatchee, as follows: The personal property described on Exhibit "A" is declared surplus to the needs of the City of Wenatchee. The Department of Public Works of the City of Wenatchee is hereby authorized and directed to sell, transfer and convey the personal property described on Exhibit "A" in accordance Chapter 1.34 WCC.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this _____ day of _____, 2010.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
DENNIS JOHNSON, Mayor

ATTEST:

By: _____
Tammy Stanger, City Clerk

APPROVED

By: _____
STEVE D. SMITH, City Attorney

Resolution 2010-41

Exhibit A

Line #	Qty	Description	ER&R No.	Brand/Serial/Vin/Model/Etc
1	1	1999 Ford Crown Victoria	1-21	2FAFP71WXXX207191
2	1	1994 Jeep Cherokee 4x4	3-13	1J4FJ2858RL240864
3	1	1997 Ford Taurus GL	6-1	1FALP52U4VG220543
4	1	1986 10yd Swenson Sander	7-12S	MOLEV-100-11-84-54
5	1	89 10yd Swenson Sander	7-10S	52146
6	1	1969 Gallion Grader	7-30	T500ACC03664
7	1	1988 3/4 ton Chevy Crew Cab	8-9	1GCHV33R7JJ135667
8	1	1990 Chevy 1/2 ton Pickup	8-25	1GCDC14Z1LE217331
9	1	BBQ Grill		32x24 charcoal
10	5	Overhead Projectors	645-649	3M 9200 Series
11	2	Slide Projectors		Kodak Ekta-Graphic
12	1	LCD Projector		Boxlight- G8601122
13	6	Grey soundboards		
14	7	8' banquet tables		
15	3	5' round tables		
16	20	Portable dance floor tiles		
17	1	Serpentine table		
18	1	Hot box – Food service		Crescore – Crown X
19		Used carpet tiles		Approximately 200 tiles
20	5	Pieces of stage railing		
21	1	Wood shaper		Delta-7E25009



MEMO

Parks and Recreation Department

To: Mayor Johnson and City Council Members
From: Dave Erickson, Parks and Recreation Director
Re: RCO Grant Authorization
Date: April 27, 2010

The Chelan Douglas Land Trust and Trust for Public Lands have approached the City to be the lead agency in a grant application to the Washington State Recreation and Conservation Office. The application, if successful would assist in providing funding for an acquisition project to add to the Foothills Trails System. Submission of the application would be dependent upon the availability of grant match from the agencies, ability to complete the project and project competitiveness.

One of the grant application requirements of the Recreation and Conservation Funding Board is to have the agency making application for grant funds to pass a resolution authorizing the application. The text of the resolution is provided by the RCFB and may not be changed with the exception of the blanks being filled in and formatting.

The application process began the first week of February. Letters of intent were due in March with complete applications due May 3. Project review meetings are completed in July and project evaluation meetings are held in Olympia in August. Application ratings are generally available in October and grant award notification and contracts would be completed mid Summer 2011.

Authorizing the applications is non-binding. Should the grant match or other conditions materialize which make it necessary to not submit an application, the applications can be withdrawn. The City has completed several applications in the past ranging from the Pool Storage Building in Pioneer Park to the development of Rotary Park.

This application would be through the Urban Wildlife grant category and not compete with the other two applications the City is anticipating submitting for consideration.

Action requested:

Move to approve Resolution 2010-35 authorizing application for funding assistance for Washington Wildlife and Recreation Program (WWRP) project to the Recreation and Conservation Office (RCO) as provided in Chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands.

RESOLUTION NO. 2010-35

A RESOLUTION authorizing application(s) for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Recreation and Conservation Office (RCO) as provided in Chapter 79A.15 RCW, Acquisition of Habitat Conservation and Outdoor Recreation Lands.

WHEREAS, our organization has approved a comprehensive plan that includes this project area; and

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of land acquisition and/or facility development; and

WHEREAS, our organization considers it in the best public interest to complete the land acquisition and/or facility development project described in the application;

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Parks and Recreation Director be authorized to make formal application to the Recreation and Conservation Office for funding assistance;
2. Any fund assistance received be used for implementation of the project referenced above;
3. Our organization hereby certifies that its share of project funding is committed and will be derived from Property Donation Value;
4. We acknowledge that we are responsible for supporting all non-cash commitments to this project should they not materialize;
5. We are aware that the grant, if approved, will be paid on a reimbursement basis. This means we may only request payment after eligible and allowable costs have already been paid and remitted to our vendors.
6. We acknowledge that any property acquired or facility developed with financial aid from the Recreation and Conservation Funding Board (RCFB) must be placed in use for the funded purpose and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and RCFB.
7. This resolution becomes part of a formal application to the Recreation and Conservation Office; and
8. We provided appropriate opportunity for public comment on this application.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 27th day of May, 2010.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
DENNIS JOHNSON, Mayor

ATTEST:


By: _____
TAMMY L. STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

MEMORANDUM

TO: Dennis Johnson, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director 

SUBJECT: Agreement regarding Rental between the Supporters of the Center and the City of Wenatchee

DATE: May 14, 2010

The City of Wenatchee has established a mutually beneficial relationship with the Supporters of the Center (SOC) (DBA Performing Arts Center of Wenatchee) for the use of property adjoining the Wenatchee Convention Center as a part of the complex they named "Stanley Civic Center."

As iterated in the agreement, this relationship first began in 1998, but was altered in 2005 to provide a rental rate of \$1 per year, contingent on the Supporters of the Center providing an annual benefit back to the community. A report by Supporters of the Center is included as an attachment to the agreement. This report provides the detail of their impact and activities. Also included is a Broker's Opinion of Value of the Lease. The Broker's Opinion of Value was completed earlier this year, when the Department of Revenue (DOR) decided that the lease was taxable for leasehold tax at the original lease rate. The City and the PAC have appealed this ruling. We are currently waiting for the results of their analysis of the lease and the tax-exempt operation of the PAC. Should DOR determine that leasehold tax is due, Paragraph 6.3 in the lease provides that the SOC will pay this amount.

This agreement would provide for the extension of the \$1 lease rate for another 10 year period.

Based on the operation of the Performing Arts Center of Wenatchee and the impact back to the community, staff would recommend extending this rental agreement.

Action requested: Council approval of the Agreement regarding Rental between the Supporters of the Center and the City of Wenatchee

AGREEMENT RE: RENTAL

AGREEMENT made this _____ day of _____, 2010, extending the current rental arrangement set forth in the Agreement Modifying Ground Lease and Promissory Note dated October 1, 2005, by and between the City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as "City," and the Supporters of the Center, Inc., a Washington non-profit corporation, hereinafter referred to as "SOC."

RECITALS:

WHEREAS, the City and SOC entered into a Ground Lease dated May 26, 1998, for the following described real property:

See Exhibit "A," attached hereto.

WHEREAS, the purpose of the Ground Lease was to provide a location for SOC to construct and operate a community performing arts building and related amenities.

WHEREAS, the Ground Lease provided that SOC would pay annual rent to the City in the sum of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250) commencing the date of occupancy or January 1, 2000, whichever occurred sooner.

WHEREAS, the City and SOC entered into an Agreement Modifying Ground Lease and Promissory Note dated October 1, 2005, that amended the rental provision in the Ground Lease to read as follows:

"(a) Paragraph 6 – Rental:

Paragraph 6.1 – Amount: The annual rent to be paid by SOC commencing on January 1, 2001 shall be \$9,600, including leasehold tax imposed thereon, the receipt of which in 2004 is acknowledged by City. The annual rent to be paid by SOC commencing January 1, 2003 shall be \$1 paid

to the City. The advanced annual rent shall be paid on or before the first day of January of each year of the term of this lease.

The annual rent will be reviewed every five years commencing June 1, 2010, and adjusted as necessary taking into account SOC's financial condition, SOC's fulfillment of community cultural needs, and other factors deemed relevant by the parties. In the event the parties are unable to agree, the issue will be referred to an independent third party arbitrator chosen by the parties whose decision will be final.

Paragraph 6.2 – Additional Consideration. In addition to the monetary rental required herein, SOC shall provide varied cultural offerings on a regular basis to the citizens of Wenatchee at the performing arts facility; provide a minimum of 2% of total seating capacity at no charge to poor and infirm persons for performances organized and administered by SOC held at the facility (SOC shall provide to the City a quarterly report showing the number of poor and infirm persons actually served); and the City will retain 45 days of City use of the facility at no charge to it.

Paragraph 6.3 – Leasehold Excise Tax: In addition to the annual rent provided herein, SOC agrees to pay annually the leasehold excise tax in such amount as is established by state statute during the term of this Lease.”

WHEREAS, the City and SOC have reviewed the current rent of One Dollar (\$1) per year and taken into account SOC's financial condition, SOC's fulfillment of community cultural needs, the physical restrictions of the property, the restrictions on use imposed by the City, the tax exempt status of SOC, and the Broker's Opinion of Value dated December 29, 2009, issued by Alan G. Beidler, CPM, CCIM.

AGREEMENT

For and in consideration of the covenants contained herein, the receipt and adequacy of which are hereby acknowledged by each party, the parties agree as follows:

1. Recitals. The Recitals set forth above are a material part of this Agreement and are incorporated herein as though fully set forth.

2. Rental. The current rental amount of One Dollar (\$1) per year for the subject property shall remain in effect. Consistent with the Agreement Modifying Ground Lease and

Promissory Note dated October 1, 2005, the annual rent will be reviewed on or about June 1, 2015, and adjusted as necessary taking into account SOC's financial condition, SOC's fulfillment of community cultural needs, and other factors deemed relevant by the parties.

3. Full Force and Effect. The Ground Lease dated May 26, 1998, and the Agreement Modifying Ground Lease and Promissory Note dated October 1, 2005, shall remain unmodified and in full force and effect.

CITY OF WENATCHEE:

By _____
DENNIS JOHNSON, Mayor

SUPPORTERS OF THE CENTER, INC.

By _____

(PRINT NAME)
Its President

EXHIBIT "A"

to Lease between

The City of Wenatchee & The Supporters of the Center

Dated May 26, 1998

Legal Description:

The lease area is entirely contained within Block 1, Amended Great Northern Plat of Wenatchee as recorded in Book 1 of Plats, Page 15, records of Chelan County, Washington, affecting a portion of lots 1, 2, 3, 4, 5, 6, 24, 25, 26, 27, 28, 29, 30, 31, 32, and the City ownership of the vacated Alley adjacent to lots 1, 2, 3, 4, 5, 6, 31, and 32.

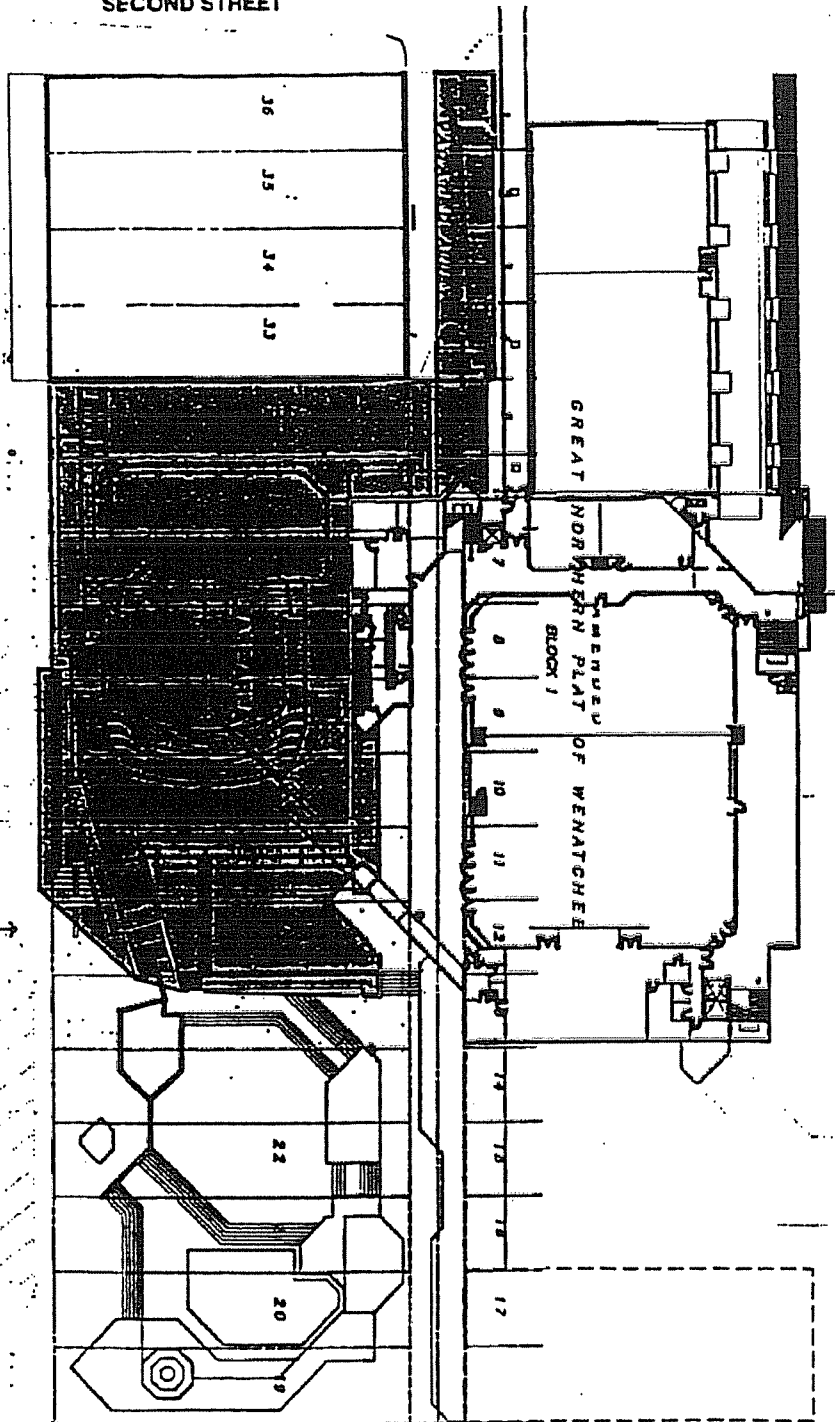
Lease Area:

As shown on the attached map.

COLUMBIA STREET

SECOND STREET

WENATCHEE AVENUE



FIRST STREET

EXHIBIT
GROUND LEASE
CITY OF WENATCHEE / SUPPORTERS OF THE CENTER

December 29, 2009

Mr. Steven Smith
City of Wenatchee
PO Box 519
Wenatchee, WA 98807

Dear Mr. Smith:

With reference to your conversation, this morning, with our Executive Director, Sara Cornell, following is information we have compiled regarding the Performing Arts Center of Wenatchee's (PAC) contributions to the City of Wenatchee and Washington State. Additionally, other information regarding \$1 lease agreement models in other cities is currently being sought.

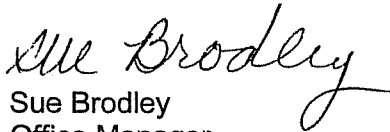
- Event attendance has grown from approximately 23,000 patrons in the 2005-2006 season to almost 40,000 in the 2008-2009 season—the equivalent of over 60% of the total population of the City of Wenatchee. Of those attending events, 6% come from outside the Chelan and Douglas County areas, contributing to the economy with additional purchases beyond their event tickets.
- According to economic impact formulas provided by the American for the Arts, the PAC and its audiences generated roughly \$58,000 in revenue for the local government and \$67,000 for the State in the 2007-2008 season. Please see the enclosed Economic Impact document for additional information.
- Through an agreement with the City, 2% of the seating capacity per PAC-presented show is offered, free of charge, to "poor & infirm" citizens, giving the underprivileged of the community the opportunity to experience live performances. Over 200 underprivileged Wenatchee residents are served in this way each year. In addition, and separate to the City agreement, funding through the PAC's Adele Wolford Endowment for Children and the Windermere Foundation has provided free admission for hundreds more low-income children for multiple years, now.
- Over the past 3 years, educational outreach to North Central Washington schools has become a large part of what the PAC offers to our community. Attendance and participation has increased from approximately 2,000 the first year (2007-2008 season) to an anticipated attendance of almost 2,600 this year (2009-2010 season). Students attending these events come from school populations serving from 55% to almost 100% low-income families, as based upon the federal and state free and reduced lunch standards.
- A partnership with Icicle Creek Music Center, in Leavenworth, provides another unique arts education opportunity for regional youth to regularly rehearse and perform in the only youth symphony in existence in NCW. And, Summer Stage, launched by the PAC

in June, 2009, offers a week-long experience that exposes youth participants to the core elements involved in creating live theatre.

- The PAC is currently occupied about 150 days per year, and nearly 100 performances are being staged there, annually.
- In addition to presenting touring artists and collaborating to produce local events, the PAC plays host to many other productions. The world-famous Moscow Ballet has trod the same boards as Music Theatre of Wenatchee's near 50-year tradition of the annual musical that is affiliated with the Washington State Apple Blossom Festival.
- The PAC relies on contributed income to generate over 60% of its gross operating income. Grants from entities like the Wenatchee Arts Commission, Washington State Arts Commission, and the National Endowment for the Arts have made possible, in part, the PAC's impact in NCW since 2000. (Please note donated income on provided financial reports.)

If we can be of further assistance, please let me know.

Sincerely,



Sue Brodley
Office Manager
Performing Arts Center of Wenatchee

Enc.

ECONOMIC IMPACT IN THE CITY OF WENATCHEE

(As calculated with Americans for the Arts estimates and formulas)

	Total Expenditures	FTE Jobs	HH Income	Local Govt Revenue	State Govt Revenue
PAC	\$960,042	29.7	\$631,314	\$32,747	\$37,394
PAC Audiences	\$634,200	16.7	\$257,257	\$25,190	\$29,522
Total Industry Impact	\$1,594,242	46.7	\$888,571	\$57,937	\$66,916

Total Expenditures: Total dollars spent by your nonprofit arts and culture organization and its audiences; event-related spending by arts and culture audiences is estimated using the average dollars spent per person by arts event attendees in similarly populated communities.

FTE Jobs: Total number of full-time equivalent (FTE) jobs in your community that are supported by the expenditures made by your arts and culture organization and/or its audiences. An FTE can be one full-time employee, two half-time employees, four employees who work quarter-time, etc.

Household Income: Total dollars paid to community residents as a result of the expenditures made by your arts and culture organization and/or its audiences. Household income includes salaries, wages, and proprietary income.

Government Revenue: The total dollars received by your local and state governments (e.g., license fees, taxes) as a result of the expenditures made by your arts and culture organization and/or its audiences.

SOC QUARTERLY REPORT TO CITY OF WENATCHEE: POOR/INFIRM SERVED AT SOC-PRESENTED BAPAC EVENTS, FISCAL YEAR 05-06
5/31/06

Show/Date	# Perf	Group Served	Offered	Used	Ticket Type	Criteria	Value
Flight From Death--10/13/05	1		0	0			\$0.00
Groucho--10/28/05	1	Women's Resource Center/Bruce Housing	11	10	Comps issued by SOC	"poor & infirm" - Women's shelter	\$300.00
Smoke Signals--11/9/05	1	Hospitality House	11	2	Comps issued by SOC	"poor & infirm" - Men's homeless shelter	\$10.00
Elves & Shoemaker--12/11/05	2	Columbia Elementary School/4th grade class	18	18	Comps issued / endowment funding	"poor & infirm" qualify: free & reduced lunch	\$144.00
Elves & Shoemaker--12/11/05		Brewster School District/ 6th-7th graders	30+	55	Half-price tickets issued	87% of district qualify: free/reduced lunch	\$220.00
Elves & Shoemaker--12/11/05		Manson School District, 6th-7th graders	30+	51	Half-price tickets issued	74% of district qualify: free/reduced lunch	\$204.00
Elves & Shoemaker--12/11/05		Bridgeport School District, 6th-7th graders	30+	0	Half-price tickets issued	100% of district qualify: free/reduced lunch	\$0.00
Elves & Shoemaker--12/11/05		Women's Resource Center/Bruce Housing	7	7	Comps issued by SOC	"poor & infirm" - Women's shelter	\$56.00
Elves & Shoemaker--12/11/05		Salvation Army	4	4	Comps issued by SOC	"poor & infirm" - Needy family services	\$36.00
Peking Acrobats--1/12/06	1		0	0			\$0.00
Full of Grace--1/19/06	1		0	0			\$0.00
Tour de Foote--2/4/06	2	Camp Fire USA	12	12	Comps issued by SOC	"poor & infirm" - earmarked for low income youth in youth organization	\$96.00
Tour de Foote--2/4/06		Children's Home Society	12	12	Comps issued by SOC	foster families in Chelan & Douglas Counties	\$136.00
Tour de Foote--2/4/06		Columbia Elementary School/4th grade class	18	18	Comps issued / endowment funding	"poor & infirm" qualify: free & reduced lunch	\$144.00
Tour de Foote--2/4/06		Brewster School District/ 6th-7th graders	30+		Half-price tickets issued	87% of district qualify: free/reduced lunch	
Tour de Foote--2/4/06		Manson School District, 6th-7th graders	30+	0	Half-price tickets issued	74% of district qualify: free/reduced lunch	\$0.00
Tour de Foote--2/4/06		Bridgeport School District, 6th-7th graders	30+		Half-price tickets issued	100% of district qualify: free/reduced lunch	
Forbidden Broadway--2/17/06	1	Good Grief Center	12	12	Comps issued by SOC	"poor & infirm" - Counseling org. for low income individuals	\$456.00
Film -- Born Into Brothels	1		0	0			
TOTAL THRU 3/31/05			285	201			\$1,802.00
CAPACITY THRU 3/31/05			6006	6006			
% OF CAPACITY THRU 3/31/05			5%	3%			
% OF CAPACITY FREE OF CHARGE TO "POOR & INFIRM"			2%	2%			
Cities:							
Through 1/31/06: 550							
From 2/1/06 539							
Dogtown & the Z-Boys 4/6/06	1	Hospitality House	12	12	comps issued by SOC	"poor & infirm" - Men's homeless shelter	\$60.00
Dogtown & the Z-Boys 4/6/06	1	Bruce Housing/Women's Resource Center	12	2	comps issued by SOC	"poor & infirm" - Women's shelter	\$10.00
Cirkus Inferno 4/8/06	2	Manson School District	50	18	half-priced tickets	74% district free/reduced lunch	\$72.00
Cirkus Inferno 4/8/06	2	Brewster School District	50	10	half-priced tickets	87% district free/reduced lunch	\$40.00
Cirkus Inferno 4/8/06	2	Bridgeport School District	50	27	half-priced tickets	100% school distr free/reduced lunch	\$108.00
Cirkus Inferno 4/8/06		Columbia Elementary School/4th grade class	18	18	Comps issued/endowment funding	"poor & infirm" qualify: free & reduced lunch	\$144.00
Tibet: Cry of the Snow 4/13/06	1		0	0			
TOTAL TO DATE			477	233			\$2,236.00
CAPACITY TO DATE			9773	9773			
% OF CAPACITY TO DATE			5%	2%			
% OF CAPACITY FREE OF CHARGE TO "POOR & INFIRM"			3%	2%			
Carol Channing	1	Highgate Senior Living	12	12	comps issued	fixed, low-income seniors	\$600.00

Quarterly Report to City - Poor/Infirm Served at SOC/PAC presented events Fiscal Year 2006-2007

Show/Date	# Perf	Group Served	Offered	Used	Ticket Type	Criteria	Value
October 5, 2006/Paper Clips	1	MustardSeed Neighborhood Center	12	12	comps issued by SOC	after school program for low-income	\$60.00
October 31, 2006/Nosferatu	1	North Central Community Network	12	12	comps issued by SOC	given to low-income clients/free/reduced lunch criter	\$60.00
November 4, 2006/Carmen	1	Haven of Hope	12	4	comps issued by SOC	Women's Shelter	\$80.00
November 9, 2006/First Descent	1	Hospitality House	12	12	comps issued by SOC	Men's Shelter	\$60.00
November 16, 2006/Silver Bells	2	Wenatchee Adult Respite & Day Care	12	4	comps issued by SOC	adult day care	\$40.00
November 17, 2006/Hol Concert	1	Catholic Family & Child Services	12	0		low income family services	\$120.00
November 19, 2006/Teddy Bear	1	MustardSeed Neighborhood Center	12	12	comps issued by SOC	after school program for low-income	\$120.00
December 12, 2006/ Franklin	1	Bruce Hotel / Women's Resource Center	8	8	comps issued/grant funding	Women's Shelter	\$64.00
Total Thru 12/31/2006			92	64			\$604.00
% of capacity			2%	2%			
Capacity 12/31/2006			3875	3875			
Jan. 27, 2007/Harlem Gospel	1	Hospitality House/Men's Shelter	8	4	comps issued	Men's shelter	\$128.00
Feb. 15, 2007/Control Room	1	Hospitality House/Men's Shelter	6	6	comps issued	Men's shelter	\$35.00
Feb. 21, 2007/Flying Karamazov	1	Bruce Hotel / Women's Resource Center	8	8	comps issued/grant funding	residents of low income women's shelter	\$256.00
Mar. 8, 2007/The Chorus	1	The Promise Club	8	0			
March 10, 2007/Hansel & Gretel	1	Bruce Hotel / Women's Resource Center	8	8	comps issued/grant funding	residents of low income women's shelter	\$64.00
March 10, 2007/Hansel & Gretel	1	Brewster GEAR Up	40	17	comps issued/endowment	fur Youth from low income families	\$178.00
March 23, 2007/Eugene Ballet	1	Quincy Junior High School	14	14	comps issued/endowment fun	Low income, special needs group	\$350.00
			92	57			\$1,011.00
			2%	2%			
Capacity 3/31/2006			3745	3745			
May 19, 2007/ Fred Garbo	1	Bruce Hotel / Women's Resource Center	8	8	comps issued/grant funding	residents of low income women's shelter	\$64.00
May 19, 2007/ Fred Garbo	1	Brewster GEAR Up	35	0	endowment funding		
May 19, 2007/ Fred Garbo	1	The Promise Club	30	30	comps issued/grant funding	Low income, special needs	\$240.00
			73	38			\$304.00
			5%	2%			\$608.00
Capacity 6/30/2006			1605	1605			

Quarterly Report of City - Poor/Infirm Served at SOC/PAC Presented Events Fiscal year 2007-2008

Show/Date	# Perf	Group Served	Offered	Used	Ticket Type	Criteria	Value
Nov. 1, 2007/Capitol Steps	1	Hospitality House Ministries	6	6	Comps issued by PAC	Homeless men's shelter	\$228.00
Nov. 1, 2007/Capitol Steps	1	Haven of Hope	6	6	Comps issued by PAC	Women's Shelter	\$228.00
Nov. 3, 2007/Seattle Opera	1	Good Grief Center	6	6	Comps issued by PAC	Counseling org. for low-income	\$90.00
Nov. 3, 2007/Seattle Opera	1	YWCA	6	6	Comps issued by PAC	low-income job counseling	\$90.00
Nov. 16, 2007/FOT Holiday Spice	1						
Dec. 8, 2007/CWU's Jazz Nutcracker	1						
Dec. 18, 2007/Tingstad & Rumbel	1	Good Grief Center	8	8	comps issued by PAC	Counseling for low-income	\$208.00
Dec. 18, 2007/Tingstad & Rumbel	1	Domestic/Sexual Violence Crisis Ctr	8	8	comps issued by PAC	Counseling low-income DV	\$208.00
Dec. 18, 2007/Tingstad & Rumbel	1	Mission Vista Group Home	8	0		low-income group home	\$208.00
			48	40			\$624.00
Capacity 12/31/2007	2675	Percentage Capacity	2%	2%			
Jan. 15, 2008/Great American Trailer Park	1	Women's Resource Center	12	12	comps issued by PAC	low-income women's shelter	\$432.00
Feb. 7, 2008/Tennessee Three	1	Hospitality House Ministries	6	6	comps issued by PAC	low-income men's shelter	\$156.00
Feb. 7, 2008/Tennessee Three	1	Haven of Hope	6	6	comps issued by PAC	women's shelter	\$156.00
March 7, 2008/Romeo & Juliet	1	Haven of Hope	6	2	comps issued by PAC	women's shelter	\$30.00
March 13, 2008/Frog & Toad	2	Women's Resource Center	12	12	Windermere Grant paid admission	women's/children's low-income shelter	\$240.00
March 27, 2008/Carlos del Junco	1	Hospitality House Ministries	12	12	comps issued by PAC	low-income men's shelter	\$240.00
			54	50			\$1,254.00
Capacity March 31, 2008	3210	Percentage Capacity	2%	2%			
April 2, 2008/Red, Hot...& Blue	1	Good Grief Center	12	12	comps issued by PAC		\$396.00
April 12, 2008/The Velveteen Rabbit	1	Women's Resource Center	12	12	Windermere Grant procured by PAC paid admission	women's shelter	\$240.00
April 17, 2008/The Wallin' Jennys	1	Haven of Hope	12	12	comps issued by PAC	women's shelter	\$336.00
May 17, 2008/James & the Giant Peach	1	Women's Resource Center	12	12	Windermere Grant procured by PAC paid admission	women's shelter	\$240.00
May 17, 2008/James & the Giant Peach		Columbia Elementary School	65	65	PAC's Adele Wolford Endowment for Children	free/reduced lunch students	\$560.00
			113	113			\$1,772.00

Quarterly Report to City - Poor/Infirm Served at SOC/PAC presented events Fiscal Year 2008-2009

Date/Show	# Perf	Group Served	Capacity	Offered	Used	Tkt Type	Criteria	Value
10/23/2008 - African Children's Choir	1	YWCA Women's Shelter	535	12	12	Comp	Homeless/Low Income	\$492.00
10/30/2008 - Souls of Our Feet	1	Hospitality House	535	12	12	Comp	Men's Shelter	\$492.00
11/01/2008 - Seattle Opera Young Artists	1	Good Grief Center	535	12	12	Comp	Low income counseling & also military family support	\$312.00
11/05/2008 - Pearl Django	1	Good Grief Center	535	12	12	Comp	Low income counseling & also military family support	\$312.00
11/20/2008 - Holiday Spice	2	Haven of Hope	535	12	12	Comp	Women's shelter	
11/23/2008 - Teddy Bear Tea	1	Mustard Seed Neighborhood Center	535	10	10	Comp	Low Income preschool/501 C 3	\$120.00
12/11/08 - CWU's Nutcracker: Two Faces	1		535					
			2%	3745	70			\$1,728.00
1/10/09 - Afro Peruvian Sextet	1	Hospitality House	535	12	12	Comp	Men's Shelter	\$360.00
2/19/09 - World of Wonder	1	Bruce Transitional Housing	535	12	12	Comp	Women's/children's transitional housing	\$192.00
2/25/09 - Chanticleer	1	YWCA Women's Shelter	535	12	12	Comp	Homeless/Low Income	\$468.00
3/05/09 - Crayon Court	1	Mustard Seed Neighborhood Center	535	12	12	Comp	Low income preschool/ 501 C 3	\$180.00
3/19/09 - Rhonda Vincent	1	Good Grief Center	535	12	12	Comp	Low income counseling & military family support	\$384.00
			3%	2675	60			\$1,584.00
Date/Show	# Perf	Group Served	Capacity	Offered	Used	Tkt Type	Criteria	Value
4/01/09 - Junie B. Jones	1	Bruce Transitional Housing	535	12	12	Comp	Women's/children's transitional housing	\$180.00
4/09/09 - Altar Boyz	1	Women's Resource Center	535	12	12	Comp	Women's shelter	\$456.00
5/12/09 - Golden Dragon Acrobats	1	Head Start/ECEAP	535	12	12	Comp	Federal low-income preschool program	\$516.00
5/21/09 - Emerald City String Quartet	1	Haven of Hope	535	12	12	Comp	Women's shelter	\$360.00
			3%	2140	48			



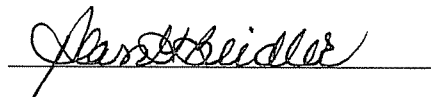
Broker's Opinion of Value

Market Lease Rate

**Performing Arts Center of Wenatchee
123 N. Wenatchee Avenue
Wenatchee WA 98801**

Prepared by: Alan G. Beidler, CPM, CCIM
Sage Real Estate Services, Inc.
135 S. Worthen Street, Suite 200
Wenatchee WA 98801

Date Prepared: December 29, 2009

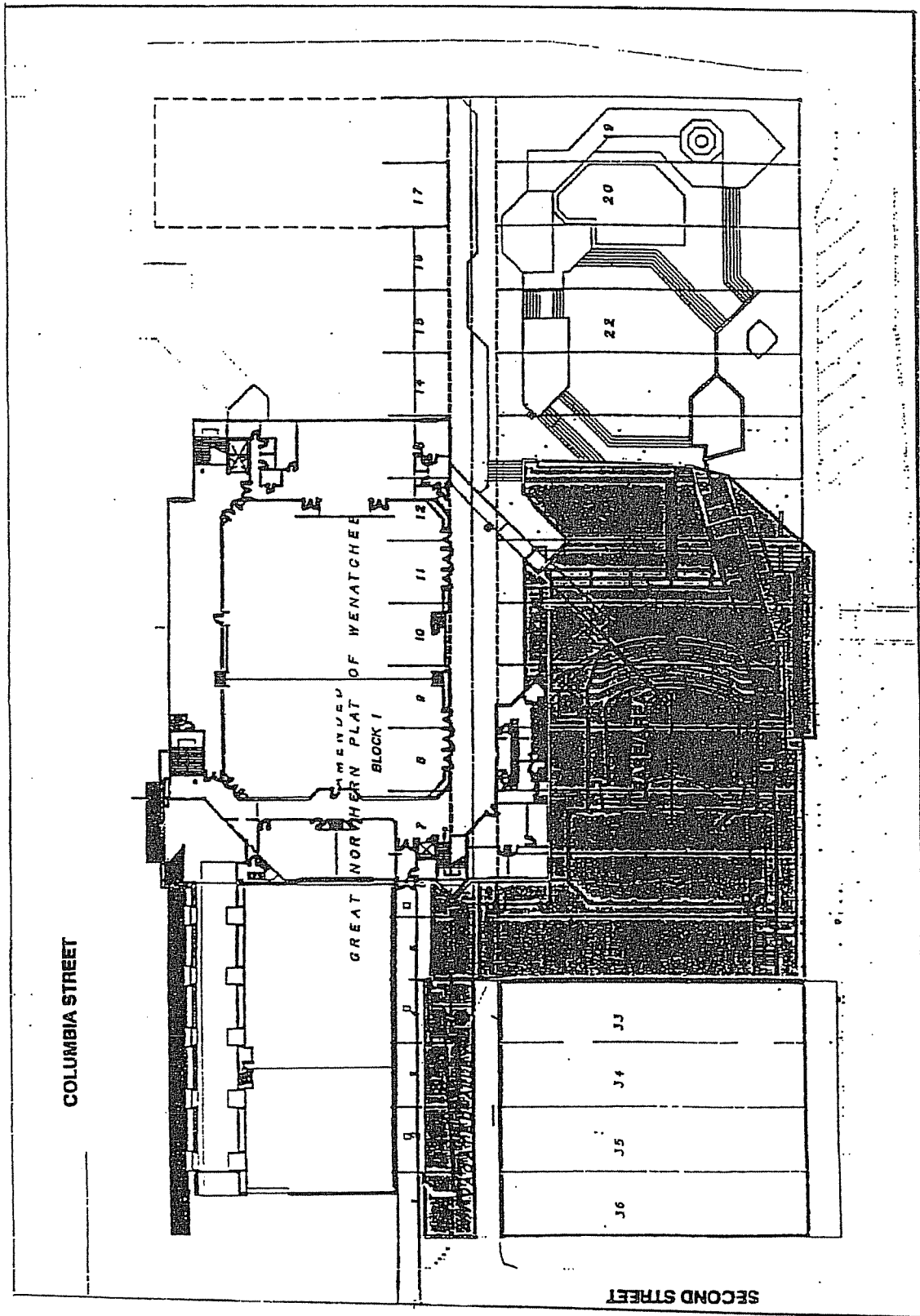

A handwritten signature in cursive script, reading "Alan G. Beidler", is written over a horizontal line.

Legal Description and Site Map

The lease area is entirely contained within Block 1, Amended Great Northern Plat of Wenatchee as recorded in Book 1 of Plats, Page 15, records of Chelan County, Washington, affecting a portion of Lots 1, 2, 3, 4, 5, 6, 24, 25, 26, 27, 28, 29, 30, 31, 32 and the City ownership of the vacated alley adjacent to Lots 1, 2, 3, 4, 5, 6, 31 and 32.

Lease Area:

As shown on the following map.



FIRST STREET

GROUND LEASE
CITY OF WENATCHEE / SUPPORTERS OF THE CENTER

Purpose and Function of Broker's Opinion of Value

The purpose of this Broker's Opinion of Value is to estimate the market rent for the subject property's land lease on an "As Is" basis. The function of this opinion is to assist the City of Wenatchee to validate the current lease terms for the subject property.

The original lease, dated May 26, 1998, as well as, the Modification Agreement to the original lease, dated October 1, 2005, have been reviewed.

The Performing Arts Center is hereafter referred to as the "PAC".

Analysis and Conditions

Supporters of the Center, Inc., the Lessee, (hereafter referred to as "SOC") is a Washington State non-profit, tax exempt 501 (c) (3) corporation.

SOC has been paying \$1.00 per year rent since January 1, 2003.

The City of Wenatchee contributed \$700,000 to SOC toward the cost of construction of the PAC.

SOC additionally provides 2% of the PAC seating capacity to the poor and infirm, at no charge, for any performance held by SOC at the facility.

SOC additionally provides use of the facility to the City of Wenatchee, for City use, for 45 days each year at no charge.

SOC, through performances, events, visual arts, a place of meetings and a theater setting fulfills the cultural needs of the community.

The subject land parcel could not be "parceled out" for another use due to the lack of access.

The lobby area on both levels of the PAC are COMMON AREAS serving both the PAC and the Wenatchee Convention Center and are public right-of-way.

The PAC building is an addition onto or a part of the Wenatchee Convention Center and depends on the restroom facilities located in the Wenatchee Convention Center.

SOC indemnified the City of Wenatchee for any liabilities, damage and claims arising from the use of the PAC.

SOC is responsible for all maintenance of the PAC and pays for all utilities for the operation of the facility.

SOC will yield the facility to the City of Wenatchee upon termination of the lease.

The PAC facility is socially relevant to the citizens of the Wenatchee Valley. SOC provided a quality location to house performing and visual arts, a meeting and theater facility and related activities. The PAC fulfills the community's need for social entertainment.

Coordination of scheduling events by the City of Wenatchee, the PAC and the Wenatchee Convention Center maximizes the use and benefits of the PAC facility. The PAC provides overflow space to the Wenatchee Convention Center when larger conventions require more space.

Conclusions

The subject land parcel has no "open market" value. There would be no interest from potential users as there is not access or parking for the parcel. If the subject parcel had not been leased to the SOC, it would still be a portion of the Wenatchee Convention Center courtyard. The PAC was an ideal match to the Wenatchee Convention Center.

The PAC, the Wenatchee Convention Center and the City of Wenatchee, although not actual partners, have a mutual benefit from the operation of the PAC. These benefits are manifested back to the needs of the community and the economic vitality of the area.

Based on the enhancements to the public and municipal sectors and the patrons of the PAC facility, the current lease rate of \$1.00 per year is deemed market. Application of an income approach is not used.

Note: Due to the unique characteristics of the subject lease, research found no known comparable leases for review.

BROKER'S OPINION OF VALUE

\$1.00 Per Year for Land Lease

This broker's price opinion is not an appraisal as defined in RCW 18.140 and has been prepared by a real estate licensee, licensed under RCW 18.84, who is not also state certified or state licensed as a real estate appraiser under RCW 18.140. A broker's price opinion issued under this provision of the Appraisal Act may not be used as an appraisal in conjunction with a federally related transaction.

MEMORANDUM

TO: Dennis Johnson, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director
Dan Frazier, Public Works Director (Operations)
Mark Calhoun, Finance Director

SUBJECT: Authorization to move forward with a RFP for Food Service jointly with the Public Facilities District and the Wenatchee Convention Center operation

DATE: May 24, 2010

At the May 6th work session with City Council, city staff presented the work to date on the issue of the investment of the city's Hotel-Motel taxes and the operation of the Wenatchee Convention Center. After presenting the information at that meeting, staff was tasked to go back and do further due diligence on the numbers to fully provide an understanding of the impacts of a move away from a contract with the Coast for the management of the convention center.

As a reminder, on May 6th, staff presented a potential recommendation of not renewing the contract with the Coast for the management of the convention center, and instead, moving to joint food service with the Town Toyota Center (this through a bid process), and management and marketing of the convention center by the Wenatchee Visitor and Convention Bureau. This contract could be directly negotiated. On May 12th, the Public Facilities District board voted to move forward with a bid for food service, hopefully in cooperation with the city. Staff believes that the food service contract would be more attractive together, thus receiving more competitive bids.

After the May 6th meeting, staff obtained further information from Eric Hovee, ED Hovee and Company about his recommendations and clarification about the benefits of the private operator of the convention center. His primary reason for this statement in the report is that it appears there were efficiencies between the Coast operation and convention center operation, however, the costs provided to him by Coast were generalized and not line item. He suggested, "It is critical for the City to closely compare what it may be giving up in existing efficiencies with the current joint arrangement versus what it gets with a new food operator for the Convention Center and Town Toyota Center." Staff also reinforces the idea that there are efficiencies to be gained by a joint food service arrangement that may mirror the relationship with Coast, and there are benefits to be gained from an overall community marketing perspective by opening up the management of the convention center.

Another concern identified at the May 6th meeting was whether or not everything should be bid out – everything meaning food service and management. Council members who were a part of last year's Town Toyota Center transition committee went through a process to receive bids for overall management. They found that the management company model provided a layer of cost, thus creating additional expense for the facility and thus the recommendation for the Public

Facilities District to hire its own staff and move forward on its own, however with a contracted food service provider.

Finally, after further staff analysis of a potential convention center budget with the management of the Wenatchee Visitor and Convention Bureau management, it was found that there are efficiencies that will be gained in staffing and marketing costs by the combination of parts of the two functions.

To fully understand how the budget works, however, it is clear that there are answers that cannot be provided until we have gone through the process to bid out joint food service. Here are several examples:

- We can estimate staffing levels for the convention center, however we will not have a concrete idea of what we need to provide until we have a staffing plan from the food service bid, both in terms of city maintenance personnel needed at the convention center, and the levels of management staff required by the Wenatchee Visitor and Convention Bureau;
- We can estimate revenues for the convention center operation, but we can estimate only a range until we receive food service bids and understand what percentages they would pay to the City and PFD for food service;
- Finally, the city would like to bring in the hourly consultant services of Greg Flakus from GF Strategies to assist with the RFP, interviewing of food service companies and assistance in the process of contracting. We believe some direct third party food service expertise would benefit this effort. His resume is attached.

After this further due diligence, staff would recommend moving forward with a bid for food service operator at the Wenatchee Convention Center and Town Toyota Center.

Action requested: City Council authorization of staff to proceed, in partnership with the Public Facilities District, with a RFP for joint food service to serve the Town Toyota Center and Wenatchee Convention Center .

GREG FLAKUS

13111 NE Fifth Avenue

Vancouver WA 98685

wtsgreg@aol.com

360-573-7027

Job Skills:

- **SMALL BUSINESS MANAGEMENT**

Owner of small business that work with public venues to study and make recommendations on increasing food and beverage revenues—selection of food contractor, reviews of current service, advise on menus, pricing, layout and service points. Over 65 venues nationwide since 1993.

- **SPONSORSHIP SALES** Sold sponsorships for Vancouver's largest one-day event, negotiating first sponsorship with title sponsor, with current value of \$75,000 cash and \$50,000 in media time.
- **NEW BUSINESS SALES** Finding new customers for business via personal contacts, sales calls and research
- **PUBLIC RELATIONS** Writing of all press releases, brochures and email newsletters for small business. Worked with local library district on a marketing outreach plan to involve local retailers in a library card sign up campaign. with a community relations plan and a goal of achieving 3,000 new signups.

PROFESSIONAL EXPERIENCE

GF Strategies Vancouver WA

March 1993-Present

Founder President

- Directed all new business development and prospect calls for the company, closing sales with project fees ranging from \$20,000-50,000 per project. **Work with over 65 buildings and venues to study and enhance the food and beverage program.**
- Met with client's Boards of Directors and CFO's, planning and directing the food and beverage operations. Sales ranged from \$250,000 to \$6 million weekly.
- Increased our client's gross sales by 15-30 percent over prior year.
- Wrote all sales materials and Request for Proposals for the company.
- Represented the company as a speaker at major industry conventions and trade shows.
- Managed the customer renewal sales process for the company.
- Hired, trained and supervised field employee teams at over 35 different outdoor event venues
- Produced first North American cashless card project for a regional special event
- Writer of biweekly email newsletter about industry trends, sent to over 200 subscribers

Oregon State Fair Salem OR

January 1992-March 1993.

Project Manager

- Marketing Manager for Oregon State Fair Food and Beverage Program, placing all media to promote increased per person spending at the venue.
- Managed the recruitment and selection of year-round service firm and annual Fair food service program with annual gross revenues of \$4.5 million.
- Increased gross sales over the three years of the program from \$1.8 million dollars to \$2.2 million dollars.

San Joaquin County Fairgrounds Stockton CA

September 1989-December 1991

Director of Marketing and Promotions

- Managed \$4 million annual budget for the off track wagering facility, with annual net revenues of \$1.2 million.
- Wrote annual marketing plan for the facility and the media buying plan for the facility and wrote all press releases to promote the facility.
- Managed and supervised a full and part-time staff of 12 employees.
- Represented the venue at all state legislative hearings and wrote testimony for bills that impacted the venue.

Portland Meadows Portland OR

October 1986-September 1989

Public Relations Director

- Managed all public relations for the venue. Marketing of special events and weekly press releases.
- Successful lead spokesman for the passage of Oregon's first off-track wagering bill.
- Produced weekly radio show and wrote scripts for pre-race satellite show on the day's program.
- Created the first Portland Meadows Mile Post Position Draw Breakfast, tied in with local charity.

COMMUNITY INVOLVEMENT

- **Celebrate Freedom Vancouver WA -Fundraising and Sponsorship Sales**
- **Fort Vancouver Regional Library District – Campaign Team Citizens for Better Libraries**
- **Vancouver Skills Center Foundation -_Board Member Annual Appeal Dinner Director**
- **United Way Columbia Willamette -Community Impact Panel Chairman and Member**
- **Washington Events Association- Board Member**

EDUCATION

- **BS Journalism University of Oregon Eugene, Oregon**
- **Graduate Marketing Courses Portland State Portland Oregon**
- **Computer Training in Excel, Access, Word and Power Point Clark College
Vancouver Washington**

CALL FOR ARTISTS

City of Wenatchee Utility Box Art Program “Out of the Box”

Submission Due by July 16, 2010

Project

The City of Wenatchee Arts Commission is seeking artists to transform utility boxes in various areas within the City limits, from functional structures into colorful and inspired artworks.

Overview

In an effort to promote public art and increase cultural awareness, the City of Wenatchee Arts Commission is initiating the Utility box art Program, “*Out of the Box*”, with funding from the 1% for Art Fund. There are 50 utility boxes throughout the City, many of which may be utilized for projects in future years. This is the pilot year, and the Arts Commission is calling for designs for three boxes (locations, photos and dimensions attached as “Appendix A”). Once the designs are implemented, the intent is that these utility boxes will contribute to the vitality and attractiveness of the urban streetscape. This project will help tell the story of our community, allow public art to reach into specific neighborhoods at high visibility locations and will allow for participation by schools and other community groups in future years.

Some suggested websites for viewing utility box art projects in other communities:

- www.downtownelcajon.com/arts_culture.shtml
- www.hennepintheatretrust.org/education-and-community-engagement/downtown-initiatives/utility-art-box-project
- www.halifax.ca/culture/trafficboxart.html

Required Application Materials

Please submit:

1. Completed application form
2. Resume, biography, and/or photos of previous projects
3. A template of the proposed design for the Utility Box Art (see Appendix A)

Applications and proposals must be received by 2:00 p.m. on Friday, July 16, 2010. Please send to:

Brenda L. Abney
Wenatchee Valley Museum and Cultural Center
127 South Mission
Wenatchee, WA 98801
brendaa@wvmcc.org
(509) 888-6242

Design Guidelines – Theme is “Where We Live”

- Artists should base their design around the culture and history of the community and/or neighborhood in which the box is sited.
- Durable materials appropriate for exterior, public environments may be used in the creation of the artwork. Painting activities must not interfere with automobile or pedestrian traffic and applied paint must not interfere with the operation of the box’s doors, vents and locks.
- The utility boxes will need to be sanded and primed by the artist before applying the design.

- There are three boxes identified for artwork in 2010; selected artists must be willing to adjust their design to the appropriate size assigned to them.

Selection Criteria

A selection panel consisting of members of the public and Arts Commissioners will evaluate and select artwork designs. Criteria used to select artwork include, but are not limited to: consistency with design guidelines, appropriateness of artwork for the area, aesthetic quality of proposal, quality of previous work, and commitment to carrying out the project within the established timeframe (all work to be completed by October 15th, 2010).

The painting may be representational or abstract, but must be appropriate given the theme, audience, location and City zoning code.

Budget

Artists are responsible for the cost of time and materials required to design and implement their artwork, including any applicable permits, licensing, insurance and travel. Upon completion, the artist will receive \$500 honorarium per completed utility box.

Artist Benefits

- Recognition via metal plaque at artwork located, installed after project is complete.
- Inclusion of artist name, artwork title, and a photo of artwork on the City's website, in press releases and other promotional material.
- Contribute to enhancing a sense of place and pride in neighborhoods and the community
- Gain experience in creating art for public spaces

Timeline

July 16 – Artist Proposals Due by 2 pm

By July 28 – Artists selected and notified

October 15, 2010 - Required completion date

Other Items to Consider

- Artists are advised to bring a personal supply of water.
- Drop cloths should be used at all times while painting.
- Barricades will need to be created around the sidewalk sides of utility boxes while work is being performed, however, passage on the sidewalk for pedestrians must be at all times maintained. Blocking traffic or lanes of the street may only be done in coordination with project staff and City officials.
- If artists need additional time to complete their boxes beyond timeframe described above, they will need to make arrangements with contact person listed below to secure and extend the time period for barricades, comprised of orange cones and yellow tape.
- Boxes are expected to last a minimum of two years, but that does not preclude the City from removing them sooner if the need arises.
- Please be aware of the paint's temperature limits per the manufacturer's specifications, as the weather may be unpredictable.

Terms of Agreement

All artists selected for the City of Wenatchee Utility Box Art Program must enter into an agreement providing that:

- The work submitted by the artist is original, solely owned by the artist and reproduction will not violate the rights of any third party. Since the artistic designs leading up to and including the final design and dimension of the artwork are unique, the artist shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the artist grant to a third party, the right to replicate the artistic designs and dimensions of the artwork, without the written permission of the City.
- The City of Wenatchee shall possess and own the public artwork provided by artist.

- The artist retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the public artwork.
- The artist grants to the City of Wenatchee, as well as their successors or assigns, an irrevocable license to make two-dimensional reproductions of the artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.
- All reproductions will credit the artist by the name submitted with the entry, including reproduction of work in any Utility Box Art Program brochure.

Contact:

Brenda Abney

Wenatchee Valley Museum and Cultural Center
127 South Mission
Wenatchee, WA 98801
brendaa@wvmcc.org
(509) 888-6242

Proposal Guidelines (This is part of Appendix A – the diagram page, which will be inserted)

Please use this utility box template to illustrate your design proposal. Sketches must be submitted digitally or on standard 8 ½ X 11" paper.

Please note: The dimensions of the diagram are not universal to all utility box sizes; proposed design must be specifically for one of the boxes in Appendix A. It is recommended that the artist verify dimensions and site situation in person prior to submitting design.

Utility Box Art Application Form

Date _____

Last Name _____ **First Name** _____

Address _____

City/State/Zip Code _____

Home Phone (____) _____ **Cell Phone (____)** _____

Email _____

Brief description of your art background (feel free to attach additional information: resume, bio, etc.)

List three examples of previous work and attach 8 ½ x 11" color reproductions of these works (please include a self-addressed, stamped, envelope if you wish to have the examples returned to you).

In your own words, how does your artistic rendering reflect the culture or history of your community?

Terms of Agreement

By signing below, I, the copyright owner, agree to the Terms of Agreement listed in this application.

Signature

Date _____

COUNCIL AGENDA REPORT

TO: Dennis Johnson, Mayor
City Council Members

FROM: Tom Robbins, Chief of Police

SUBJECT: Edward Byrne Memorial Justice Assistance Grant – Fiscal 2010 Local Solicitation

DATE: 5/24/2010

April 26, 2010 the Edward Byrne Memorial Justice Assistance Grant (JAG) became available for application. The total award of \$14,778 is available to be jointly applied for with Chelan County Sheriff's Office under the purpose area of Law Enforcement. The Wenatchee Police Department may be awarded \$10,345.00 and Chelan County Sheriff's Office \$4,433.00. The Wenatchee Police Department would like to pursue this grant jointly with Chelan County Sheriff's Office to enhance services not otherwise budgeted for.

Action Requested: Council approval for the Wenatchee Police Department to proceed with the Edward Byrne Memorial Justice Assistance Grant (JAG).

**CITY OF WENATCHEE
PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR : City Council

DATE: May 21, 2010

TO : Dennis Johnson, Mayor

REGULAR MEETING: May 27, 2010

FROM: Dan Frazier, Director of Public Works - Operations

SUBJECT: HDR Engineering Design for WWTP Odor/Visual/Headworks Project 0913.

I. REFERENCE(S):

- a. Detailed scope of work and fee prepared by HDR and reviewed by staff

II. ACTION REQUESTED OF COUNCIL/STAFF RECOMMENDATIONS:

Staff recommends the City Council **authorize the Mayor to sign the contract with HDR for design services for the WWTP Odor Control/Visual Mitigation/Headworks Design Project 0913.**

III. FISCAL IMPACT:

The contract amount is \$826,058 and will be paid from the Sewer fund. The 2010 budget designated \$735,000 for the design of the odor control and visual mitigation project. The addition of the headworks design has added to the anticipated design fee. This will not necessitate a budget amendment due to the delay of other capital projects included in the 2010 adopted budget.

IV. HISTORY AND FACTS BRIEF:

HDR was selected in 2009 to provide engineering services on the pre-design of the WWTP Odor and Visual project. The consultant completed the work on time and on budget. They also provided excellent recommendations and ideas that have further refined the scope of work for final design.

This authorization will take the project from pre-design to final design and bid documents. Staff is planning to advertise this project for bid in early 2011 for construction in the spring of 2011.

V. ADMINISTRATIVE ROUTING:

Tammy Stanger, City Clerk
Mark Calhoun, Finance Director

CITY OF WENATCHEE WASTEWATER TREATMENT PLANT ODOR CONTROL and VISUAL MITIGATION PROJECT

EXHIBIT A SCOPE OF SERVICES

A. INTRODUCTION

HDR will be completing final design and bidding of the Wenatchee WWTP odor control and visual mitigation project in accordance with the recommendations of the Odor Control and Visual Mitigation Project Preliminary Design Report (PDR) dated March 2010. A general list of project scope elements are outlined below:

Odor Control Facilities

Foul air from the following processes will be captured and conveyed to an inorganic biofilter:

1. Existing Influent Junction Box
2. New Screenings Building
3. Influent Pump Station Wet Well
4. Primary Clarifiers No. 1 and No. 2, including covers
5. Existing Gritworks building (New Screenings Building)
6. Existing Headworks (New Foul Air Blower Building)
7. Solids Handling Building Dewatering and Truck Loadout Rooms
8. Digester Overflows

Visual Mitigation Facilities

Visual Mitigation will consist of the following areas as detailed the PDR:

1. Landscaping
2. Fencing and walls
3. Architectural theme on existing and future buildings that includes roofing elements
4. Exterior painting
5. New roof color for existing Administration Building
6. Cover for aeration basin equipment
7. Viewing area along Worthen Street

Other Improvements

1. New site entrance
2. Primary Clarifier No. 1 Collection Mechanism and weir replacement
3. New Screenings Building

For a successful design, the project team will follow the preliminary design concepts developed in the PDR and reviewed and approved by the City using the following scope elements.

B. SCOPE OF SERVICES

This Scope of Services includes the Following Tasks:

- Task 100 – Project Management
- Task 200 – 60% Design Services
- Task 300 – 90% and Final Design Services

- Task 400 – Bidding Services
- Task 500 – Services during Construction and Startup (to be negotiated at a future date)

The services to be performed by the Consultant under this Scope of Services will consist of the tasks described herein. It is understood and agreed that the date of beginning, rate of progress, and the time of completion of the work to be completed hereunder are essential provisions of the AGREEMENT; and it is further understood and agreed that the work embraced in this Scope of Services shall commence upon execution of the AGREEMENT and receipt of Notice-to-Proceed.

TASK 100 – PROJECT MANAGEMENT

The Consultant will provide effective project management for the entire project design team, including sub-consultants.

- **Subtask 110 Project Management Plan.** A project management plan will be developed that includes: 1) project objectives and priorities; 2) role of the City and Consultant throughout the project; 3) contract work plan, including scope, schedule, budget, resource assignments, and coordination requirements; 4) quality assurance and quality control plan; 5) management tools and techniques; 6) reporting requirements; 7) administrative procedures, such as invoicing, communication protocol, and formats. The plan will be distributed to consulting team members and City personnel.
- **Subtask 120 Management of Design Team.** The Consultant Project Manager will manage the design team over the course of the project and review technical content of work products. The Project Manager, with assistance from the QA/QC reviewers, will carefully monitor the quality of the work, project schedule and budget.
- **Subtask 130 Project Communications.** The Consultant will schedule Project Meetings, including a project initiation meeting, periodic review meetings with the City and internal coordination meetings. (City review meetings will focus on project progress reporting including budget, schedule and scope issues and needed coordination with the City.)
- **Subtask 140 Cost Control/Progress Reporting.** The Consultant will prepare monthly project status reports that compare work accomplished with scheduled activities, provide support documentation for the invoices, compare expenditures with task budgets, and describe changes to the project scope. The Consultant will include the tasks described herein as a separate line item on the monthly invoice and project status report indicating percent expended and percent complete.
- **Subtask 150 Conduct Quality Control Reviews.** The Consultant will assign a QA/QC task leader to conduct reviews of all project deliverables, or assign senior Consultants to conduct reviews of specialized support discipline work. A formal QA/QC review will be conducted at the 60 percent and 90 percent design points by the identified Quality Assurance senior Consultants. At these times, HDR will submit the design and seek input and comments from City Staff. A checklist, in the form of a quality assurance log, will be

prepared which summarizes all comments and provides a running archive of the design team's response to the comments. In addition, design focus meetings with the design team project managers will be held periodically throughout the design process to address specific design or operational issues. These meetings will be less formal and may involve fewer people. The goal of these meetings is to resolve potential obstacles, gain consensus on decisions and keep the project moving forward.

Assumptions:

- Prepare standard invoices and reports on a monthly basis.
- The City will maintain the role of overall project coordination with other governmental agencies.
- Periodic coordination meetings will include a combination of in-person and telephone conferences.
- We anticipate using Sub-Consultants for geotechnical, structural, and civil.
- Any additional potholing and location surveying of existing underground utilities will be coordinated through the City.
- Permitting for the project will be completed by the City of Wenatchee.
- Services during construction and start-up for this project will be negotiated at a later date.

City Responsibilities:

1. Assign City Project Manager and appropriate City resources.
2. Review project submittals and provide one consolidated list of review comments for each Consultant deliverable.
3. Timely processing and payment of invoices, in accordance with the contract terms.

Work Products:

1. Sub-Consultant agreements.
2. Project meetings - agendas and minutes.
3. Monthly progress reports.
4. Monthly standard invoices.

TASK 200 – 60% DESIGN SERVICES

As part of the preliminary design, the Consultant has completed a Schematic Design Summary. Three dimensional presentations of proposed facilities have been prepared and coordinated with the City for final buy-in by the project stakeholders. The Schematic Design will be used as the basis of development of the 60% design. The Consultant will prepare the technical specifications Table of Contents, draft major equipment specifications and preliminary Process & Instrumentation and Diagram sheets. In addition, the Schematic Design models of process improvements and visual mitigation elements will be advanced to a 60% design review format including the Wastewater Odor Control Facilities, Process and Building HVAC Improvements and the Visual Mitigation (Architectural and Landscaping) elements.

- **Subtask 210** **Identify and Prepare Project Specifications.** The draft technical specifications will be prepared in CSI format using City standard front-end documents and HDR standard master specifications using the sixteen-division format of the Construction Specifications Institute (CSI).
- **Subtask 220** **Prepare General Contract Documents.** The Consultant will prepare general drawings depicting the overall site plan, scope, and planned project process modifications. General drawings will include location maps, abbreviations, hydraulic profile, process flow schematics, and P&ID's. All project standard details will be included in a separate specification volume set as a companion to the project drawings.
- **Subtask 230** **Civil and Landscaping Design.** The Consultant will advance the civil and landscape components of the project to a 60% level to include: existing facilities demolition, limited site improvements, preliminary grading, paving, storm drainage, site piping, site utilities and landscaping.
- **Subtask 240** **Complete Equipment Data Sheets.** Equipment and instrument data sheets will be completed for each major equipment and instrument item in the project, including HVAC equipment.
- **Subtask 250** **Prepare Control Loop Descriptions.** The process/mechanical and HVAC engineers will develop control loop descriptions for completion by the electrical and instrumentation engineers.
- **Subtask 260** **Prepare Process and Instrumentation Diagrams.** Process and instrumentation diagrams (P&IDs) will be finalized for each process and/or mechanical system in the project, including HVAC and utility systems. The process/mechanical and HVAC engineers will refine the process portions of the P&ID. Process portions of each P&ID will include piping system information including valves, fittings, and piping diameter. This information will be identified on a P&ID prior to commencing mechanical layout design. The P&IDs for this project are:
 - 1) Solids Handling Building Foul Air Collection and HVAC
 - 2) Screenings Building Foul Air Collection and HVAC
 - 3) Screenings Building Screening and Washer/Compactor System
 - 4) Existing Headworks Building Fan Systems
 - 5) Biofilter
- **Subtask 270** **Prepare Architectural Drawings.** The Consultant will advance the architectural components of the project to a 60% level in project design model.
- **Subtask 280** **Prepare Electrical and Instrumentation Drawings.** The Consultant will prepare 60% design for electrical and instrumentation.
- **Subtask 290** **Cost Opinion and Schedule.** The Consultant will prepare an opinion of the probable construction cost (OPCC) updating the Preliminary Design's opinion of probable cost. The total project schedule will be updated based on design progress and estimated construction times.

- **Subtask 295 City Coordination.** Consultant will submit 60% design package described above for City staff review. The consultant will schedule and meet with the City staff in a workshop style format to coordinate review comments and receive direction/guidance for advancing the design to 90%. Review comments will be incorporated into the 90% design submittal documents.

Work Products: The products from this task are as follows:

1. Divisions 2 through 16 Specifications List in Two Volumes (6 copies and digital .pdf file)
2. DRAFT Technical Specifications Divisions 11 through 15 in Two Volumes (6 copies and digital .pdf file)
3. DRAFT Standard Details in One Volume (6 copies and digital .pdf file)
4. Electronic version of 60% MEP design model including Architectural, Structural, and Mechanical components
5. Process and Instrumentation Diagrams (Y series) (6 copies and digital .pdf file)
6. Equipment Data Sheets
7. Draft specification sections 01010 – Summary of Work, 13441 – Control Loop Descriptions, and 15060 – Pipe and Pipe Fittings

TASK 300 – 90% AND FINAL DESIGN SERVICES

The Consultant will prepare technical specifications and Construction Contract Drawings for the Wastewater Treatment Plant Improvements. Contract documents for this work will be prepared and transmitted to the City at the following stages of design completion:

1. 90% Submittal of Bid Ready Contract Documents including all Specification Sections (Division 0 through 16) and Plan Sheets identified on the attached Preliminary Sheet List.
2. Final Bid Ready documents incorporating any comments from the City's and DOE review of the 90% submittals.

The proposed Preliminary Sheet List is attached and the following subtasks will be performed. The technical specifications will be prepared in CSI format using City standard front-end documents and HDR standard technical specifications.

General Contract Requirements:

- **Subtask 310 Prepare Final Specifications.** The Consultant will prepare the specifications for the full project including comments received from the 60% design submittal. Final specifications will be prepared in accordance with Washington Department of Ecology (DOE) requirements into a single contract.
- **Subtask 320 Prepare 90% and Final Civil and Landscaping Drawings.** The Consultant will prepare civil drawings depicting the existing demolition, site improvements, preliminary grading, paving, storm drainage, site piping and utilities and landscaping.

- **Subtask 330** **Prepare 90% and Final Process and Mechanical/HVAC Drawings.** The Consultant will prepare standard detail and design for process, mechanical/HVAC, and plumbing contract drawings.
- **Subtask 340** **Prepare 90% and Final Structural Drawings.** The Consultant will prepare standard detail and design structural contract drawings.
- **Subtask 350** **Prepare 90% and Final Architectural Drawings.** The Consultant will prepare standard detail and design architectural contract drawings (A series).
- **Subtask 360** **Final Control Loop Descriptions.** The process/mechanical engineers will develop the control loop descriptions and the descriptions will be edited and completed by the electrical and instrumentation engineer and included in the Division 13 specifications.
- **Subtask 370** **Prepare Final Process and Instrumentation Diagrams.** Process and instrumentation diagrams (P&IDs) developed for the Project Report will be completed for each process and/or mechanical system in the project, including HVAC and utility systems. Using the information presented in the equipment data sheets and control loop descriptions, the electrical/instrumentation engineer will complete the instrumentation and control design on each P&ID.
- **Subtask 380** **Prepare 90% and Final Electrical and Instrumentation Drawings.** The Consultant will prepare standard detail and design electrical and instrumentation contract drawings. Format for power and lighting drawings will be standard call out of wire size, number of wires, conduit size and final termination point such as power panel or MCC.
- **Subtask 390** **Cost Opinion, Construction Sequence and Schedule.** The Consultant will prepare a 90% submittal opinion of the probable construction cost (OPCC) updating the 60% submittal package opinion of probable cost. A final OPCC will be delivered to the City shortly after submittal of the Final Contract Documents.
- **Subtask 391** **DOE Coordination.** Consultant will submit 90% documents to Washington Department of Ecology (DOE) for their review. DOE comments will be incorporated into the final Construction Contract Documents. Primary coordination with DOE will be performed by the City.
- **Subtask 392** **City Coordination.** Consultant will submit 90% and final construction contract documents for City staff review. 90% review comments will be incorporated into the final construction contract bidding documents.

Work Products: The products from this task are as follows:

3. 90% and Final Technical Specifications in Two Volumes (6 copies and digital .pdf file)
4. Standard Details in One Volume (6 copies and digital .pdf file)

5. Half size 90% and Final Process and Mechanical/HVAC P&ID's (Y series), Mechanical/HVAC and plumbing (M series) Construction Contract Drawings (6 copies and digital .pdf file)
6. Half size 90% and Final Structural (S Series) construction contract drawings (6 copies and digital .pdf file)
7. Half size 90% and Final Architectural construction contract drawings (A series) (6 copies and digital .pdf file)
8. Half size 90% and Final Site C and X Series drawings (6 copies and digital .pdf file)
9. Final Control Loop Descriptions (6 copies and digital .pdf file)
10. Final Process and Instrumentation Diagrams (Y series) (6 copies and digital .pdf file)
11. Half size 90% and Final Electrical Contract Drawings (E series) (6 copies and digital .pdf file)
12. Electronic version of 90% MEP design model including Architectural, Structural, and Mechanical components

TASK 400 – BIDDING SERVICES

This task includes answering requests for information (RFIs), preparing addenda for City distribution, and attending a pre-bid meeting. The duration of this task is from initial publication of contract documents through opening of the bids.

This task provides assistance to the City in administering the Construction Contract bidding process. The Consultant will answer questions during the bid period, prepare addenda to the construction documents, and attend the pre-bid meeting for the purpose of obtaining competitive bids.

Specific activities conducted by the Consultant will include the following subtasks:

- **Subtask 410 Produce Bid Documents.** Deliver one sealed, full-size drawing, 1 half-sized set, and 1 set of original specifications for the City to copy and distribute.
- **Subtask 420 Answer Requests for Information.** Provide up to 72 hours of engineering time to answer questions from prospective bidders. Questions and answers will be addressed in writing only.
- **Subtask 430 Prepare Bid Document Addenda.** Based on comments and questions received in subtask 420, the Consultant will prepare up to two addenda to address any concerns or comments during the bid period. Consultant has allocated 80 hours for preparation of addendums.
- **Subtask 440 Attend Pre-Bid Meeting.** The Consultant's Project Manager and local subconsultants will attend one pre-bid meeting to answer questions regarding the plans and specifications.
- **Subtask 450 Bid Review.** Bids will be evaluated based on cost, qualifications of Contractor, and completeness of Bid, and a recommendation of award will be made.

City Responsibilities:

1. Publish Advertisement for Bids

2. Bid Opening
3. Distribution of bid documents and addenda
4. Selection of Successful Bidder

Work Products:

1. Bid Document originals in electronic format (pdf files)
2. 1 set of Full-size contract drawings
3. 1 set of half-size contract drawings
4. 1 set of contract specifications
5. Engineer's Opinion of Probable Construction Cost
6. Written responses to bid questions
7. Preparation of Addenda
8. Minutes from Prebid meeting
9. Bid Review and Recommendation of Award

TASK 500 – SERVICES DURING CONSTRUCTION

The Consultant will provide an addendum through negotiation with the City at a later date for Services during Construction, Start-up Services, and O&M Manual preparation.

C. COMPENSATION

The estimated total contract amount to complete the professional services identified in this design scope of services is eight hundred twenty six thousand and fifty eight dollars (\$826,058).

Professional services rendered in connection with this scope will be billed on a Time and Expenses basis to the estimated total contact amount in accordance with the terms and conditions outlined in the signed agreement.

The following is a breakdown of the estimated cost per task listed in the above scope of services:

City of Wenatchee WWTP Odor Control and Visual Mitigation Design and Bidding Services		Total Hours				
			Labor	Tech	Estimated	Sum
			Costs	Charge	Expenses	
				\$3.70		
Task 100	PROJECT MANAGEMENT	Hours	Dollars	Dollars	Dollars	Dollars
110	Project Management Plan	30	\$ 3,849	\$ 111	\$ 263	\$ 4,223
120	Management of Design Team	176	\$ 24,920	\$ 651	\$ 525	\$ 26,096
130	Project Communications	112	\$ 17,223	\$ 414	\$ 1,575	\$ 19,212
140	Cost Control/Progress Reporting	48	\$ 5,039	\$ 178	\$ 105	\$ 5,321
150	Conduct Quality Control Reviews	164	\$ 32,557	\$ 607	\$ 3,885	\$ 37,049
	Task Subtotal	530	\$ 83,588	\$ 1,961	\$ 6,353	\$ 91,902
Task 200	60% DESIGN SERVICES					
210	Identify and Prepare Project Specifications	112	\$ 13,611	\$ 414	\$ 4,725	\$ 18,750
220	Prepare General Contract Drawings	1030	\$ 109,501	\$ 3,811	\$ 4,725	\$ 118,037
230	Prepare Civil and Landscaping Drawings	288	\$ 28,595	\$ 1,066	\$ 2,625	\$ 32,286
240	Complete Equipment Data Sheets	78	\$ 10,552	\$ 289	\$ 210	\$ 11,050
250	Prepare Control Loop Descriptions	32	\$ 4,296	\$ 118	\$ -	\$ 4,414
260	Prepare Process and Instrumentation Diagrams	212	\$ 22,284	\$ 784	\$ -	\$ 23,068
270	Prepare Architectural Drawings	528	\$ 67,122	\$ 1,954	\$ 525	\$ 69,600
280	Prepare Electrical and Instrumentation Drawings	479	\$ 54,806	\$ 1,772	\$ -	\$ 56,578
290	Cost Opinion and Schedule	110	\$ 16,117	\$ 407	\$ 105	\$ 16,629
295	City Coordination	60	\$ 9,329	\$ 222	\$ 3,150	\$ 12,701
	Task Subtotal	2,929	\$ 336,212	\$ 10,837	\$ 16,065	\$ 363,114
Task 300	90% AND FINAL DESIGN SERVICES					
310	Prepare Final Specifications	160	\$ 14,729	\$ 592	\$ 4,200	\$ 19,521
320	Prepare 90% and Final Civil and Landscaping Drawings	90	\$ 9,679	\$ 333	\$ 4,200	\$ 14,212
330	Prepare 90% and Final Process and Mechanical/HVAC	352	\$ 33,438	\$ 1,302	\$ 2,100	\$ 36,840
340	Prepare 90% and Final Structural Drawings	16	\$ 2,872	\$ 59	\$ -	\$ 2,931
350	Prepare 90% and Final Architectural Drawings	268	\$ 34,771	\$ 992	\$ -	\$ 35,763
360	Final Control Loop Descriptions	48	\$ 6,682	\$ 178	\$ -	\$ 6,860
370	Prepare Final Process and Instrumentation Diagrams	86	\$ 12,020	\$ 318	\$ -	\$ 12,338
380	Prepare 90% and Final Electrical and Instrumentation Drawings	361	\$ 42,130	\$ 1,336	\$ -	\$ 43,466
390	Cost Opinion, Construction Sequence and Schedule	94	\$ 13,372	\$ 348	\$ -	\$ 13,719
391	DOE Coordination	32	\$ 4,754	\$ 118	\$ -	\$ 4,873
392	City Coordination	60	\$ 8,628	\$ 222	\$ 2,100	\$ 10,950
	Task Subtotal	1,567	\$ 183,075	\$ 5,798	\$ 12,600	\$ 201,473
Task 400	BIDDING SERVICES					
410	Produce Bid Documents	216	\$ 19,612	\$ 799	\$ 1,050	\$ 21,461
420	Answer Requests for Information	72	\$ 9,365	\$ 266	\$ 105	\$ 9,736
430	Prepare Bid Document Addenda	92	\$ 8,221	\$ 340	\$ 210	\$ 8,772
440	Attend Pre-Bid Meeting	8	\$ 1,436	\$ 30	\$ 788	\$ 2,253
450	Bid Review	8	\$ 1,443	\$ 30	\$ 105	\$ 1,578
	Task Subtotal	396	\$ 40,077	\$ 1,465	\$ 2,258	\$ 43,800
Task 500	SERVICES DURING CONSTRUCTION					
	**to be completed following final design	0	\$ -	\$ -	\$ -	\$ -
	Task Subtotal	0	\$ -	\$ -	\$ -	\$ -
		5,422	642,952	20,061	37,275	\$ 700,288
					Task 100	\$ 91,902
					Task 200	\$ 363,114
					Task 300	\$ 201,473
					Task 400	\$ 43,800
					Task 500	\$ -
					HDR	\$ 700,288
					Nelson	\$ 14,670
					RH2	\$ 111,100
					TOTAL	\$ 826,058

D. PRELIMINARY SHEET LIST

Numerical Sheet No.	Group Sheet No.	Sheet List	Scale
GENERAL			
1	000-G-01	COVER SHEET, DRAWING INDEX & ORIENTATION MAPS	No Scale
2	000-G-02	LEGEND, ABBREVIATIONS, AND GENERAL NOTES	No Scale
3	000-G-03	CIVIL SYMBOLS	No Scale
4	000-G-04	MECHANICAL AND PROCESS SYMBOLS	No Scale
5	000-G-05	ELECTRICAL SYMBOLS	No Scale
6	000-G-06	INSTRUMENTATION SYMBOLS AND ABBREVIATIONS	No Scale
7	000-G-07	P&ID ABBREVIATIONS AND SYMBOLS	No Scale
8	000-G-08	HYDRAULIC PROFILE	No Scale
9	000-G-09	ODOR CONTROL PROCESS SCHEMATIC	No Scale
INSTRUMENTATION			
10	000-Y-01	P&ID FOUL AIR COLLECTION SOLIDS HANDLING (INCLUDES HVAC)	No Scale
10	000-Y-02	P&ID FOUL AIR COLLECTION SCREENINGS BLDG (INCLUDES HVAC)	No Scale
11	000-Y-03	P&ID EXISTING HEADWORKS BUILDING AND ODOR CONTROL FANS	No Scale
12	000-Y-04	P&ID SCREENINGS BLDG	No Scale
13	000-Y-05	P&ID BIOFILTER	No Scale
14	000-Y-06	CONTROL PANEL BLOCK DIAGRAM & PANEL ELEVATIONS	No Scale
SITE			
15	000-X-01	SITE DEMOLITION PLAN NORTH	1"=20'
16	000-X-02	SITE DEMOLITION PLAN SOUTH	1"=20'
17	000-L-01	SITE LANDSCAPING PLAN NORTH	1"=20'
18	000-L-02	SITE LANDSCAPING PLAN SOUTH	1"=20'
19	000-L-03	SITE IRRIGATION PLAN NORTH	1"=20'
20	000-L-04	SITE IRRIGATION PLAN NORTH	1"=20'
21	000-L-05	LANDSCAPING DETAILS	Varies
22	000-L-06	IRRIGATION DETAILS	Varies
23	000-C-01	EXISTING OVERALL PROJECT SITE PLAN	1"=50'
24	000-C-03	ENTRANCE GRADING PLAN	1"=10'
25	000-C-04	SITE PIPING PLAN	1"=20'
26	000-C-05	PIPING PROFILES AND PARTIAL PLAN	Varies
27	000-C-06	PIPING PROFILES	Varies
28	000-C-07	CIVIL DETAILS I	Varies
GENERAL STRUCTURAL			
29	000-S-01	GENERAL NOTES AND TYPICAL DETAILS	No Scale
30	000-S-02	VIEWING AREA PLAN AND SECTIONS	Varies
31	000-S-03	FOUL AIR TREATMENT FACILITY SCREENING WALLS	Varies
32	000-S-04	HARDSCAPE FOUNDATIONAL PLAN AND SECTIONS	Varies
GENERAL ARCHITECTURAL			
33	000-A-01	ENTRY HARDSCAPE	Varies
34	000-A-02	VIEWING AREA/FOUL AIR TREATMENT FACILITY	Varies
35	000-A-03	HARDSCAPE SECTIONS I (STREET EDGE)	Varies
36	000-A-04	HARDSCAPE SECTIONS II (STREET EDGE)	Varies
37	000-A-05	HARDSCAPE DETAILS (FENCE, STAIRS, RAMP, WALLS, GATES, SIGN, LIGHTING)	Varies
38	000-A-06	FINISH SCHEDULES/ WALL TYPES	Varies
39	000-A-07	ARCHITECTURAL DETAILS I	Varies
40	000-A-09	ARCHITECTURAL DETAILS III	Varies

Numerical Sheet No.	Group Sheet No.	Sheet List	Scale
GENERAL ELECTRICAL			
41	000-E-01	ELECTRICAL SITE PLAN	1"=20'
42	000-E-02	ONE-LINE DIAGRAMS	No Scale
43	000-E-03	CONDUIT/CABLE/ PANELBOARD, AND FIXTURE SCHEDULES	No Scale
44	000-E-04	SECTIONS AND DETAILS	No Scale
45	000-E-04	CONTROL DIAGRAMS I	No Scale
46	000-E-05	CONTROL DIAGRAMS II	No Scale
47	000-E-06	MOTOR CONTROL PANEL ELEVATIONS	No Scale
48	000-E-07	DETAILS	No Scale
120	<i>Pre-Aeration Structure/Screenings Building</i>		
49	120-X-01	EXISTING PRE-AERATION STRUCTURE DEMOLITION	1"=20'
50	120-S-01	SCREENINGS STRUCTURE MODIFICATIONS PLAN AND SECTION	1"-10'
51	120-S-02	SCREENINGS GROUND LEVEL FOUNDATION PLAN	3/8"=1'
52	120-S-03	SCREENINGS ROOF FRAMING PLAN	3/8"=1'
53	120-S-04	SCREENINGS STRUCTURAL SECTIONS	3/8"=1'
54	120-S-05	SCREENINGS STRUCTURAL SECTIONS AND DETAILS	Varies
55	120-S-06	SCREENINGS STRUCTURAL SECTIONS AND DETAILS	Varies
56	120-A-01	SCREENINGS ROOF AND FLOOR PLANS	1/4"=1'
57	120-A-02	SCREENINGS BLDG ELEVATIONS	3/8"=1'
58	120-A-03	SCREENINGS BLDG ELEVATIONS	3/8"=1'
59	120-D-01	SCREENINGS PLAN AND SECTION	3/8"=1'
60	120-D-02	SCREENINGS SECTION	3/8"=1'
61	120-D-03	SCREENINGS SECTIONS AND DETAILS (INCLUDE CHANNEL COVER DESIGN)	3/8"=1'
62	120-M-01	SCREENINGS PLAN AND SECTION	1/4"=1'
63	120-M-02	SCREENINGS SECTIONS AND DETAILS	3/8"=1'
64	120-E-01	SCREENINGS BUILDING POWER AND CONTROL PLAN	1/4"=1'
65	120-E-02	SCREENINGS BUILDING LIGHTING PLAN	1/4"=1'
220	<i>Administration Building</i>		
66	220-X-01	ADMINISTRATION BLDG DEMOLITION	1/4"=1'
67	220-A-01	ADMINISTRATION BLDG ROOF PLAN AND DETAILS	3/8"=1'
310	<i>Existing Headworks/Fan Building</i>		
68	310-X-01	EXISTING HEADWORKS DEMOLITION PLAN	1/4"=1'
69	310-S-01	EXISTING HEADWORKS DEMOLITION PLAN	1/4"=1'
70	310-S-02	FAN BUILDING PLENUM	3/8"=1'
71	310-S-03	FAN BUILDING STRUCTURAL SECTIONS AND DETAILS	3/8"=1'
72	310-A-01	EXISTING HEADWORKS ROOF PLAN	1/4"=1'
73	310-A-02	EXISTING HEADWORKS BLDG ELEVATIONS	3/8"=1'
74	310-A-03	EXISTING HEADWORKS BLDG ELEVATIONS	3/8"=1'
75	310-M-01	FAN BUILDING PLAN AND SECTION	1/4"=1'
76	310-M-02	FAN BUILDING SECTIONS AND DETAILS	3/8"=1'
77	310-M-03	FAN BUILDING SECTIONS AND DETAILS	3/8"=1'
78	310-E-01	FAN BUILDING POWER AND CONTROL PLAN	1/4"=1'
79	310-E-02	FAN BUILDING LIGHTING PLAN	1/4"=1'

Numerical Sheet No.	Group Sheet No.	Sheet List	Scale
410	Primary Clarifier No.1		
80	410-X-01	PRIMARY CLARIFIER NO. 1 DEMOLITION PLAN	1/4"=1'
81	410-S-01	PRIMARY CLARIFIER NO. 1 COVER TOP PLAN	1/4"=1'
82	410-S-02	PRIMARY CLARIFIER NO. 1 COVER SECTION AND PARTIAL PLANS	3/8"=1'
83	410-S-03	PRIMARY CLARIFIER NO. 1 COVER SECTIONS AND DETAILS	3/8"=1'
84	410-D-01	PRIMARY CLARIFIER NO. 1 PLAN	1/4"=1'
85	410-D-02	PRIMARY CLARIFIER NO. 1 SECTIONS AND DETAILS	3/8"=1'
86	410-E-01	PRIMARY CLARIFIER NO. 1 POWER, LIGHTING AND CONTROL PLAN	1/4"=1'
420	Primary Clarifier No.2		
87	420-X-01	PRIMARY CLARIFIER NO. 2 DEMOLITION PLAN	1/4"=1'
88	420-S-01	PRIMARY CLARIFIER NO. 2 COVER TOP PLAN	1/4"=1'
89	420-S-02	PRIMARY CLARIFIER NO. 2 COVER SECTION AND PARTIAL PLANS	3/8"=1'
90	420-S-03	PRIMARY CLARIFIER NO. 2 COVER SECTIONS AND DETAILS	3/8"=1'
91	420-M-01	PRIMARY CLARIFIER NO. 2 PLAN	1/4"=1'
92	420-M-02	PRIMARY CLARIFIER NO.2 SECTIONS AND DETAILS	3/8"=1'
93	420-E-01	PRIMARY CLARIFIER NO. 2 POWER, LIGHTING AND CONTROL PLAN	1/4"=1'
510	Solids Handling Building		
94	510-X-01	SOLIDS HANDLING BLDG UPPER AND LOADOUT LEVELS DEMOLITION PLANS	1/4"=1'
95	510-X-02	SOLIDS HANDLING BLDG DEMOLITION SECTIONS	3/8"=1'
96	510-A-01	SOLIDS HANDLING BLDG ROOF PLAN	1/4"=1'
97	510-A-02	SOLIDS HANDLING BLDG ELEVATIONS	1/4"=1'
98	510-A-03	SOLIDS HANDLING BLDG ELEVATIONS	1/4"=1'
99	510-M-01	SOLIDS HANDLING BLDG UPPER FLOOR PLAN	1/4"=1'
100	510-M-02	SOLIDS HANDLING BLDG UPPER FLOOR SECTIONS	3/8"=1'
101	510-M-03	SOLIDS HANDLING BLDG LOAD-OUT PLAN	1/4"=1'
102	510-M-04	SOLIDS HANDLING BLDG LOAD-OUT SECTIONS	3/8"=1'
103	510-E-01	SOLIDS HANDLING BLDG POWER AND CONTROL PLAN	1/4"=1'
610	Aeration Basins		
104	610-X-01	AERATION BASINS DEMOLITION	1/4"=1'
105	610-S-01	AERATION BASINS EQUIPMENT COVER	1/4"=1'
106	610-A-01	AERATION BASINS EQUIPMENT COVER ROOF PLAN AND ELEVATIONS	3/8"=1'
107	610-A-02	AERATION BASINS EQUIPMENT COVER ROOF PLAN AND ELEVATIONS	3/8"=1'
910	Biofilter		
108	910-S-01	BIOFILTER FOUNDATION PLAN	1/4"=1'
109	910-S-02	BIOFILTER FOUNDATION SECTIONS	3/8"=1'
110	910-M-01	BIOFILTER EXPANDED GRADING PLAN	1"=10'
111	910-M-02	BIOFILTER BED PIPING PLAN	1/4"=1'
112	910-M-03	BIOFILTER BED SECTIONS	3/8"=1'
113	910-M-04	BIOFILTER BED SECTIONS AND DETAILS	3/8"=1'
114	910-M-05	BIOFILTER BED SECTIONS AND DETAILS	3/8"=1'
115	910-M-06	BIOFILTER SECTIONS AND DETAILS	3/8"=1'
116	910-M-07	BIOFILTER DETAILS	Varies

**CITY OF WENATCHEE
PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR : City Council **DATE:** May 24, 2010
TO : Dennis Johnson, Mayor **REGULAR MEETING:** May 27, 2010
FROM: Dan Frazier, Public Works Director – Operations
Judy Smith, Human Resources Manager

SUBJECT: Approval of the Memorandum of Agreement between the City of Wenatchee and the Association of Federal State County and Municipal Employees (AFSCME) Local 846 related to Medical Insurance Plan enrollment.

I. REFERENCE(S):

Memorandum of Agreement

II. ACTION REQUESTED OF COUNCIL/STAFF RECOMMENDATIONS:

Staff recommends that the City Council Approval of the Memorandum of Agreement between the City of Wenatchee and the Association of Federal State County and Municipal Employees (AFSCME) Local 846 related to Medical Insurance Plan enrollment and authorize the Mayor to sign the Agreement.

III. FISCAL IMPACT:

The savings in premiums is offset by the pay increase (0.6% per year) included in the 2011-2013 collective bargaining agreement.

III. HISTORY AND FACTS BRIEF:

In order to recognize the willingness of AFSCME members to move from AWC Plan B to AWC HealthFirst medical plan effective 7/1/10 (18 months earlier than was required), the City agreed to offer a 0.6% pay increase each year of the three year contract. Effectively, the cost savings in premiums over the 18 month period will be passed on to AFSCME employees in lieu of a COLA.

This MOA is required to effect the medical insurance plan change in July of 2010 before the 2011-2013 Collective bargaining agreement is effective.

IV. ADMINISTRATIVE ROUTING:

Tammy Stanger, City Clerk
Mark Calhoun, Finance Director

MEMORANDUM OF AGREEMENT

Between City of Wenatchee Washington

and

The Washington State Council of County and City Employees

AFSCME, Council 2, Local 846

WHEREAS the employees of the City of Wenatchee, represented by Local 846 of Council 2, currently have medical coverage under the "Association of Washington Cities (AWC) Plan B", and

WHEREAS effective January 1, 2012, the "AWC Plan B" will no longer be available for the City of Wenatchee to offer as a medical plan for Union members of Local 846, and

WHEREAS there is a open enrollment period available for the membership of Local 846 to switch to the "AWC HealthFirst" medical plan offered by the Association of Washington Cities insurance fund which would result in a financial savings to the City of Wenatchee and the employees of the City of Wenatchee.

NOW, THEREFORE BE IT AGREED that effective July 1, 2010, the employees of Local 846 will switch from the "AWC Plan B" to the "AWC HealthFirst" medical insurance plan.

BE IT FURTHER AGREED that in recognition of the Union's agreement to change medical benefit plans from "AWC Plan B" to the "AWC HealthFirst" medical plan effective July 1, 2010, the City agrees to a .6% pay increase effective January 1 of each year of the 2011 to 2013 collective bargaining agreement. This provision is in recognition of the Union's willingness to move to the new plan 18 months earlier than required. This provision is not intended to set precedence for the disposition of future benefit cost savings.

IN WITNESS WHEREOF, the parties indicate their agreement to abide by the terms and conditions set forth above by their signatures set forth below.

FOR THE CITY OF WENATCHEE:

FOR THE UNION:

Dennis Johnson Date
Mayor

Don Boxford Date
Staff Representative

APPROVED AS TO FORM

Steve Smith Date
City Attorney

Dave Erickson Date
President, Local 846

Debbie Fisch Date
Secretary, Local 846

Council Agenda Report

To: Mayor Dennis Johnson
City Council Members

From: Judy Smith and Dan Frazier

RE: January 1, 2011 through December 31, 2013 AFSCME Contract

Date: May 20, 2010

Overview / Background:

We are pleased to present the January 1, 2011 – December 31, 2013 Public Works (AFSCME, Local 846) contract for your approval. We appreciate the cooperation of AFSCME leadership to settle this contract in a timely fashion and their willingness to explore creative ways in which to reach a desirable outcome during these economic times

In summary,

- There were a number of language clean-up opportunities that both sides agreed to that help clarify contract intent. These changes have no monetary impacts and/or incorporate previously agreed to language from the 2008 Memorandum of Understanding.
- The City offered a 0% Cost of Living Adjustment (COLA) for 2011. However, to recognize the willingness of AFSCME members to move from AWC Plan B to AWC HealthFirst medical plan effective 7/1/10 (18 months earlier than was required), the City agreed to offer a 0.6% pay increase each year of the three year contract. Effectively, the cost savings in premiums over the 18 month period will be passed on to AFSCME employees in lieu of a COLA. Both parties agreed to reopen the contract negotiations to address COLA issues for years two and three of the agreement.

Budget Impact:

The budgeted impact of 0.6% in 2011 will be offset by reduced medical insurance premiums paid by the City.

Action Requested:

Council approval for the Mayor to sign the Agreement between City of Wenatchee and AFSCME, Local 846 for January 1, 2011 through December 31, 2013.

AGREEMENT

Between

CITY OF WENATCHEE

And

AFSCME, LOCAL 846

JANUARY 1, ~~2008~~ 2011

through

DECEMBER 31, ~~2010~~ 2013

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AGREEMENT BETWEEN CITY OF WENATCHEE
AND
LOCAL 846

ARTICLE 1 - PREAMBLE

THIS AGREEMENT entered into by the City of Wenatchee, hereinafter referred to as the Employer, and the Washington State Council of County and City Employees, Local 846, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, benefits and other conditions of employment for all regular status full-time and part-time employees at Public Works, Parks & Recreation, Police, Fire, Museum, Community Development, and Finance. The Public Employment Relations certify represented positions in work classifications set forth in Appendix "A".

ARTICLE 3 - PURPOSE

It is mutually agreed that the Employer and Local 846 shall work together individually and collectively to meet the production requirements of each department to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in all departments of City Government.

ARTICLE 4 - UNION SECURITY

Employees who are members of the Union during this Agreement shall maintain their membership during the term of this Agreement. Employees presently or in the future employed by the City covered by AFSCME 846 shall be enrolled at the time of hire; those who refuse to enroll will be dismissed from City employment.

Rights of non-association shall be protected as provided for in R.C.W. 41.56.122(1).

As per Union requirements, the Union shall represent probationary employees during the probationary period except that newly hired probationary employees may be discharged at any time without cause and without the right of appeal under the terms of this contract.

ARTICLE 5 - MANAGEMENT RIGHTS

Any and all rights concerned with the management and operation of the City are exclusively that of the Employer unless otherwise provided by the terms of this Agreement. The Employer has the authority to adopt rules for the operation of the City and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, but not limited to: assignment of work; determination of the number of personnel to be assigned duty at any time; and the performance of all other functions not otherwise expressly limited by this Agreement.

ARTICLE 6 - SUB-CONTRACTING OF PUBLIC WORK

In the event the Employer determines to reduce or eliminate bargaining unit positions in any department, the Union shall be given at least thirty (30) days notice for comment with reference to those employees involved. The Union may elect to use fact-finding regarding the status of employees. Decisions of the Employer with reference thereto shall be final and binding upon such employees and the Union. The layoff provisions of Article 11 shall apply in the event of displaced employees.

ARTICLE 7 - DEFINITIONS

- 7.1 **"EMPLOYER"** means the City of Wenatchee.
- 7.2 **"UNION"** means Local 846, Washington State Council of County and City Employees, AFSCME, AFL CIO.
- 7.3 **"EMPLOYEE"** means all reference to "employee" in this Agreement designating both sexes.
- 7.4 **"TEMPORARY EMPLOYEE"** means a seasonal or temporary hire of no more than six (6) months in a twelve (12) month period. There is no limit to the number of people that can be hired in seasonal or temporary

position (s), however no division will use temporary employee(s) for more than six (6) months. For example, the Street Division could use temps for three (3) months in spring cleanup and three (3) months in winter snow work, for a total of six (6) months. Divisions are defined in "Appendix C" of ~~August 1, 2004 B.~~

This may include work that is normally performed by an employee on an approved leave as described in Articles 20, 21, and 22 of this agreement. The Employer will not use temporary employees to supplant, avoid filling, or avoid creating a regular position. If a temporary position becomes regular, the job shall be posted as per the provisions of Article 12 of this agreement. The temporary appointment may be extended with agreement of the Union.

- 7.5 **"REGULAR PART-TIME EMPLOYEE"** means employees who work less than eight (8) hours a day and/or forty (40) hours a week on a regular basis. Those benefits normally paid and/or provided to regular employees by the City will be paid and/or provided to regular part-time employees on a prorated basis. For example, a regular part-time employee who works 20 hours per week will receive 50% of the employer paid benefits, and 100% mandated benefits per State and Federal law.
- 7.6 **"REGULAR EMPLOYEE"** means an employee who has successfully completed the probationary period and has had no break in service in a position established as a regular position. Regular full-time employees are scheduled for eight (8) hours a day and/or forty (40) hours a week on a regular basis.
- 7.7 **"PROBATIONARY PERIOD"** means the completion of a six (6) month trial period of employment beginning with the effective date of hire or rehire in the City service. Such probationary period may be extended beyond six (6) months if there is mutual agreement between the Union and the City that additional time is needed prior to a decision as to the regular status of the employee.
- Promotions, transfers, demotions or voluntary demotions to a position of less pay will have a thirty (30) day trial period, after which the employee will either remain in the position or return to their original position.
- 7.7a Promotions to a management position from the bargaining unit will have a trial period in accordance with Article 12.2, after which the employee will either remain in the position or return to their original position.
- 7.8 **"TRANSFER"** means the voluntary movement of an employee from a classified position to a related classification having the same pay grade when no promotion or demotion is involved except when a transfer is

- employer directed as an option in lieu of layoff or termination, or temporary reassignment of duties not to exceed sixty (60) days.
- 7.9 **"PROMOTION"** means progression to a higher grade and classification of service.
- 7.10 **"DEMOTION"** means the reduction of an employee to a lower grade and classification of service.
- 7.11 **"TRAINEE"** shall be an employee who is assigned a position for which he/she is not qualified and shall be considered a trainee until such employee becomes qualified to perform the work of the position.
- 7.12 **"DEPARTMENT DIRECTOR"** means the individual responsible for one of the following departments: Public Works, Community Development, Fire, Police, Finance, Human Resources, Parks and Recreation and the Museum.
- 7.13 **"APPENDIX"** - All Appendixes to this agreement shall be considered part of this agreement.
- 7.14 **"FLEXIBLE WORKDAY"** - Alternate hours of work or schedules from the traditional work day requested by the employer or employee, that still meets the need of the Employer and provides a forty (40) hour work week.
- 7.15 **"NIGHT SHIFT"** – A work shift which begins between the hours of 5:00 p.m. and 4:59 a.m.
- 7.16 **"SPLIT SHIFT"** – A work shift which, at the request of the employer, is segregated into two (2) or more parts with more than one (1) hour between each of the parts.
- 7.17 **"SHIFT DATE"** – The date on an employee's time card for which a shift is recorded. Regardless of the date on which a shift begins, the Shift Date is determined by the date on which the shift ends. Example: a shift beginning at 10:00 p.m. on January 3rd and ending at 6:30 a.m. on January 4th will be entered on the employee's time card as a January 4th shift.

ARTICLE 8 - NON-DISCRIMINATION

- 8.1 The Employer agrees not to discriminate against any employee on the basis of their activity on behalf of, or for membership in, the Union. The Union recognizes its responsibility as bargaining agent and agrees to

- represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.
- 8.2 Both the Employer and the Union agree that neither shall discriminate against any applicant or employee on the basis of race, religion, creed, sex, age, marital status, political affiliation, or sensory, mental or physical disabilities.

ARTICLE 9 - DUES CHECK OFF

R.C.W. 41.56.110 is as follows: "Upon the written authorization of any public employee within the bargaining unit and after the certification or recognition of such bargaining representatives, the public employer shall deduct from the pay of such public employee the monthly amount as certified by the secretary of the exclusive bargaining representative and shall transmit the same to the treasurer of the exclusive bargaining representative".

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. Grievances or disputes, which may arise, shall be settled in the following manner:
- 10.2 **Level 1.** Within ten (10) working days from its occurrence, or the date on which the employee first became aware of it, the aggrieved employee shall discuss the complaint with the supervisor involved in the decision, with the Shop Steward present if desired. It shall be discussed verbally and if settled, no further action shall be taken. If not resolved on an informal basis, the grievance shall be reduced to writing, signed by the aggrieved and submitted to the above named supervisor. The supervisor shall investigate the grievance and provide a written answer within five (5) working days of the date of submission.
- 10.3 **Level 2.** Provided the grievance is not settled satisfactorily at Level 1, the grievance shall within five (5) working days, be submitted in writing to the appropriate Department Director, who shall submit their written answer within five (5) working days.
- 10.4 **Level 3.** If the grievance is not settled at the Department Director level, it shall be submitted by the aggrieved employee and/or the Union Business Representative within five (5) working days to the Human Resources Director Manager or designee who shall investigate. The Human

Resources ~~Director~~ Manager or Mayor or designee shall provide a written answer within ten (10) working days thereafter. Following the submission of the answer, and before going to Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts will be reviewed in an effort to resolve the matter through conciliation. Such meeting is to be held within fifteen (15) working days of the ~~Human Resources Director's decision~~ answer.

- 10.5 **Arbitration**. If the Union, after completing the grievance procedure outlined herein, still believes that the grievance has not been dealt with justly, the Union may request independent arbitration of the matter. Such request must be presented to the Human Resources ~~Director~~ Manager or designee by the Union within fifteen (15) working days of the conclusion of the "conciliation meeting" indicated in paragraph 10.4 above. Any grievance involving a dispute with respect to the interpretation, application, or alleged violation of this Agreement may be submitted in the following manner:

The Union and the City shall attempt to agree upon an Arbitrator. If the City and the Union are unable to agree upon an Arbitrator within five (5) working days after notice to arbitrate is given, then either party may request the Washington State Public Employment Relations Commission to provide a list of seven (7) arbitrators from which the parties may select one (1) person. The representatives of the City and Union shall alternately eliminate one name from the list until only one remains. The parties shall flip a coin to determine who will be the first to eliminate a name from the list. Each will alternately strike one of the names until only one (1) name remains, which will serve as the arbitrator.

It shall be the duty of the Arbitrator to represent the public interest in reviewing employee appeals; only after all other grievance procedures have been exhausted. During such review, both the Union and City or other person whose action is being reviewed shall have the right to be heard, be represented by a person of their choice, and to present evidentiary facts. At the hearing for such appeals or grievances, technical rules of evidence shall not apply.

In conducting the hearing, the Arbitrator has the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses. It shall be the duty of the Arbitrator, at the conclusion of the hearing, to forward the recommendation concerning the appeal to the Human Resources ~~Director~~ Manager for final action.

The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is

beyond its jurisdiction nor shall the decision have the authority to amend, alter or modify this Agreement, and its terms shall be limited to the interpretation and application of this Agreement.

Expenses for the Arbitrator's service and the proceedings shall be borne completely by the party who received the unfavorable decision. However, each party shall be responsible for compensating its own representative, attorneys, and witnesses in any case. The findings of the Arbitrator shall be certified in writing to the Human Resources ~~Director~~ Manager and shall be forthwith enforced. In the event of a mixed decision the Arbitrator shall determine which party shall bear the expenses of arbitration.

- 10.6 Employer Grievances will be filed with the Union Business Representative at Level 3.
- 10.7 The above time limits may be changed by mutual agreement.
- 10.8 If the employee pursues a grievance through another agency, this constitutes an election of remedies and shall not be grieved through these contract procedures.

ARTICLE 11- SENIORITY AND LAYOFF PROCEDURES

- 11.1 ~~Seniority means an employee's length of continuous service with the Employer.~~ There are three different types of seniority used throughout this agreement, they are:
 - 1. **Overall Seniority** – Used only as a consideration during hiring process for city-wide posted positions. (See Section 12/1 (b)).
 - 2. **Divisional Seniority** – used as a consideration during hiring process for positions posted within a division. (See Section 12/1(a)).
 - 3. **Classificational Seniority** – used to determine order of layoffs and rehiring. (See Section 11.5).
 - a) A seniority list, "Appendix B", shall be posted and kept current on a quarterly basis. The Employee will notify the Employer within thirty (30) days after posting the seniority list, of any error on the list.
 - b) Employees on an authorized Washington State Industrial Insurance claim for an on-the-job injury or illness shall continue to earn seniority during the term of the claim per Labor & Industry regulations.
- 11.2 All employees will be classified as regular status employees upon completion of the probation period and will receive the wages, benefits

and working conditions outlined by the Agreement for employees in that classification.

- 11.3 An employee's continuous service record shall be broken by voluntary resignation, layoff for a period of one (1) year, discharge for just cause and retirement. During a layoff period, an employee will not accrue seniority, vacation leave or sick leave. However, if an employee is recalled within one (1) year, they will not lose seniority; and their sick leave balance if not previously cashed out will be reinstated.
- 11.4 During the probationary period a new employee:
- (a) will not have seniority or other job rights;
 - (b) may be laid off or terminated at the discretion of the Employer;
 - (c) will be evaluated by the Department Director;
 - (d) will not be granted an extension of probationary period except as provided in Article 7.7
- 11.5 When and if it becomes necessary to lay off any employee or employees, the last person hired in a particular job classification shall be the first laid off, and the last person laid off shall be the first person hired. No employee has the right to bump another employee from a position. When rehiring, the employee's ability and qualifications to perform the work of said classification shall be taken into consideration. (see 11.1)
- 11.5.1 All temporary and probationary employees shall be laid off first in the order stated prior to any regular full-time or part-time employee being laid off. All regular full-time or part-time employees will be reinstated before hiring temporary or probationary employees. Per 11.3, the prohibition on hiring temps will expire either 1) one (1) year from the initial layoff(s), or 2) upon the reinstatement of laid off employee(s) in the prior twelve (12) months.
- 11.5.1a In the event of a reduction in force, the City shall notify both the affected employee(s) and the Union two (2) months in advance of the effective date.
- 11.5.1b Employees designated for layoff shall be eligible for promotion, transfer, or demotion into any open position in any other classification for which they meet the minimum qualifications. The City shall make every reasonable effort to accomplish layoffs through attrition. Prior to opening a position to the public, any laid off employee(s) shall be given first consideration.
- 11.5.1c The City will notify all laid off employee(s) of all job openings within the City for the twelve (12) month recall period by certified mail, return

receipt requested, to the last address of record. It is the employee's responsibility to keep the City advised of any change of address.

11.5.1d Employees on layoff who have been offered reemployment and who fail to acknowledge availability for work within fourteen (14) work days after receipt of notice shall be removed from the reinstatement list.

11.5.1e In the event of a layoff, if temporary hires are needed, the City will make a request to AFSCME Local 846 Executive Committee with a specific proposal for the use of temporary employees. The use of a temporary shall not exceed other provisions of the agreement relating to temporary employees, unless agreed to by the Union (see Article 7.4). Prior to any use of temporary employees being used by the City the Union and City will explore alternatives that may be used to accomplish work by regular status employees. Prior to any temporary employees being hired, a written and signed agreement (Letter of Understanding) between the City and the Union must be in place. The Union will not unreasonably deny a request.

~~11.6 In the event that an employee with the greatest amount of seniority does not elect to accept an available position with a higher rating, then and in that case, the next employee in rank of seniority and qualifications shall be eligible. In the event the seniority list shall become exhausted, the Employer then has the right to offer an employee with less than six (6) months of service, or hire a new employee for the position involved.~~

~~11.7 In the event of a question as to the capabilities of an employee bidding for a position of a higher qualification, the Employer shall make the final decision based on past performance and ability.~~

ARTICLE 12 - JOB POSTING

12.1 When a vacancy occurs in a job classification covered by this Agreement, and if the City has authorized it to be refilled, the posting shall be posted by the City and filled as follows:

- a. Vacancy shall be posted for two (2) full working days in the division in which the vacancy is in giving first consideration to those employees within that division.
- b. Vacancy shall be posted for five (5) full working days City-wide. A copy of the posting shall be given to the Union President and any employee(s) on the lay off roster.

- c. Vacancies shall be filled by the Department Director after consideration has been given to the following factors:
 1. Ability to perform the essential functions of the job
 2. Qualifications
 3. Seniority within the division
 4. Seniority within the City
- 12.2 Any promotion or employer directed transfer shall be considered temporary for a probationary period of thirty (30) calendar days. If during the probationary period, the employer or employee should decide he/she is unsuited for the job, the employee will revert to his/her former position, classification and salary rate. The City and the Union can mutually agree to extend the aforementioned probationary period for thirty (30) additional days.
- 12.3 In the event an employee accepts a job change due to promotion, voluntary demotion or voluntary transfer, and in spite of conscientious effort fails to meet job standards or decides he/she does not want to continue in the position within the thirty (30) day trial period, he/she will revert to his/her former position without prejudice on the part of either party. The provisions of this article do not apply to job changes involving demotions or in cases of job changes resulting from layoff situations.

ARTICLE 13 - HOURS OF WORK

- 13.1 **Work Schedule/Shifts.** All employees will have a designated work schedule/shift with an established starting time and quitting time. Work schedules/shifts shall be posted on the bulletin board.
- 13.2 **Workday.** The workday shall consist of either eight (8) work hours or ten (10) work hours plus a lunch period; such work shall be consecutive except for lunch period interruption. The workday shall be divided into three (3) equal shifts for those employees engaged in continuous operations. Changes to the above schedule can be made by mutual agreement. Employees may request to work a flexible workday in accordance with 13.4.
- 13.3 **Workweek.** The workweek shall consist of five (5) consecutive workdays plus two (2) days of rest or four (4) consecutive workdays plus three (3) days of rest; an exception will be made for those employees engaged in continuous operations. However, the five (5) consecutive days of work plus two (2) days of rest will be adhered to whenever possible.

- 13.4 **Adjustment of Working Hours.** Adjustment in the normal working hours of the employees for the convenience of the Employer and the employees shall not be construed to be in conflict with this Agreement. Prior to such adjustment, discussions shall be held with the employee(s) and their representative(s). There shall be a minimum of two (2) week's notice given prior to such changes being made except for emergency conditions or unless all involved employees waive the two (2) week's notice.
- 13.5 **Temporary Shift Changes (TSC).** When necessary for maintaining the continuity of delivery of City services, the Employer may assign temporary shift changes at any time. ~~In cases when three (3) days advance notice of a temporary shift change is provided, "Call Back Pay" in 14.3 will not prevail. If employees in the same job group/classification are in agreement with the Employer for a temporary shift change, then they may waive the three (3) day notice and "Call Back Pay" in 14.3 will not prevail.~~ In cases when seventy-two (72) hours advance notices is not provided the first two (2) hours of the shift will be paid at the overtime rate. This extra payment serves as an incentive for employees to alter their normal schedule. After the notice is in effect for seventy-two (72) hours, and the incentive is paid during that time, both the incentive and the need for further notification expire. The employee will still be on a TSC, but will no longer be paid the two (2) hour TSC incentive. If a TSC is requested for an employee's convenience and not assigned by management, TSC incentive pay will not be paid.
- For example: an employee is notified Monday of a shift change for the entire week. The employee would be entitled to the TSC incentive for shifts on Monday, Tuesday and Wednesday (the first seventy-two (72) hours after the notice), but not on Thursday, Friday or subsequent shifts.
- 13.6 **Rest Period.** All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one half (1/2) shift whenever this is feasible.
- 13.7 **Personal Clean-Up Time.** The Department Director and/or designee shall have sole discretion over the need for, amount of, and duration of personal clean-up time, if any, to be made available to the employees in their department. Personal clean-up time may be made available to individual employees, teams, sections, divisions or other work groups, and/or the department as a whole upon the sole discretion of the Department Director and/or designee concerned. In cases where personal clean-up time is authorized by the Department Director and/or designee, the Employer will provide the facilities, which may be required for this purpose. In all matters pertaining to the provision of personal

clean-up time, the applicable Department Director's and/or designee's decision shall be final and binding.

ARTICLE 14 OVERTIME PAY

- 14.1 Employees covered by this Agreement shall be compensated at time and one-half (1 1/2) their regular rate of pay for:
- 14.2 All work performed outside an employee's work schedule/shift in excess of eight (8) hours in a workday or ten (10) hours in a workday, provided the employee has worked their scheduled workweek, including authorized vacation, sick leave and compensatory time off, or work performed in excess of 40 hours in any workweek. It is understood that employees in regularly scheduled part-time positions may be expected to adjust to longer workdays, if needed, and, as determined by their supervisor. Work performed in excess of the regular schedule but less than eight (8) hours per day, or forty (40) hours per week for regularly scheduled part-time employee, will be paid at straight time.
- 14.3 **Call Back.** This section addresses Call Back compensation to an employee who comes to work during off-duty hours to perform unforeseen or emergency duties. This provision allows the employee freedom to attend to his/her personal interests while still having the ability to respond. Compensation begins the moment an employee receives and responds to an off-duty call to work. For Public Works personnel such compensation continues until the City service vehicle is returned to the shop and the employee cleans up to return home.

An employee called back to work with less than eight (8) hours advanced notice, at times other than during the scheduled work shift shall be paid a minimum of two (2) hours pay at the time and one-half (1 1/2) provisions contained in Sections 14.2 above until the employees previously notified temporary shift or regular shift begins. Time worked beyond the 2-hour minimum shall be paid at the overtime rate. Should such hours include a shift differential premium, the premium shall be included in computing the overtime rate of pay. If notice of more than eight (8) hours but less than seventy-two (72) hours is given, the provisions of Section 13.5 Temporary Shift Change shall prevail.

A Called-Back employee will be responsible for driving his/her own vehicle to the city shop to pick up a service vehicle before responding to an emergency. No mileage will be paid to employees for use of a personal vehicle.

The following charge represents the notice required and the compensation earned for each type of situation.

<u>NOTICE GIVEN</u>	<u>SECTION APPLICABLE</u>	<u>COMPENSATION EARNED</u>
-	-	-
- <u>0 hours - 8 hours</u>	- <u>14.3 Callback Pay</u>	<u>OT rate until scheduled shift or previously notified temporary shift starts. OT for all hours over 8.</u>
- <u>8 hours - 72 hours</u>	- <u>13.5 Temporary Shift Change</u>	<u>OT rate for first 2 hours of shift.</u> <u>Applies to shifts beginning during first 72 hours after TWC notification.</u> <u>OT rate for all hours over 8.</u>
- <u>Over 72 hours- Emergency</u>	- <u>13.4 Adjustment of Working hours</u>	<u>Regular compensation as per contract.</u>

The following scenario is an example of a situation which would result in a call back after a notification of temporary shift change had already been provided.

There is forecasted to be snow Sunday night, but not significant accumulations. Therefore, the Street Supervisor calls the Street Crew Sunday morning and notifies them of a Temporary Shift Change (TSC) from their regularly scheduled shift of 7:00 a.m. to 3:30 p.m. to a new shift of 11:00 p.m. on Sunday until 7:00 a.m. Monday. Sunday afternoon the snow hits and is significant enough that the Supervisor calls everyone at 4:00 p.m. and changes the start time to 7:00 p.m. Sunday and notifies them that they will be working until 7:00 a.m. Monday.

Since the Temporary Shift Change was given for 11:00 p.m., callback pay for the time between 7:00 p.m. and 11:00 p.m. shall apply. What follows is an accounting of how the time for each of the employees would be calculated using the TSC Incentive Pay in 13.5 and the callback provisions of 14.3.

Work from 7:00 p.m. Sunday to 7:00 a.m. Monday

<u>4 hours (7:00 p.m. to 11:00 p.m.) Callback pay =</u>	<u>4 hours @ 1-1/2 time</u>
<u>2 hours (11:00 p.m. to 1:00 a.m.) TSC Incentive pay =</u>	<u>2 hours base pay + 2 hours @ ½ time</u>
<u>2 hours (1:00 a.m. to 3:00 a.m.) Base Pay =</u>	<u>2 hours base pay</u>
<u>4 hours overtime (3:00 a.m. to 7:00 a.m.) =</u>	<u>4 hours base pay + 4 hours @ ½ time</u>

TOTAL compensation for Monday = 8 hours base pay + 6 hours @ ½ time + 4 hours @ 1 ½ time

- 14.4 Employees will have the option of receiving overtime payment at the rate of time and one-half (1 ½) for overtime hours worked, or they may request compensatory time off at the time and one-half (1 ½) rate in lieu of receiving overtime pay. Compensatory time off shall be granted at the request of the employee and with the approval of the Employer. Compensatory time accruals earned by employees shall not exceed forty-eight (48) hours. No time normally should be accumulated beyond this level. The forty-eight (48) hour limitation may be waived by the department manager when extenuating operational circumstances prevail; for example, when an employee taking compensatory time provides a scheduling hardship for the department. Extreme discretion shall be used in allowing additional accruals.
- 14.5 While the employee's preference to work or not work overtime will be given due consideration, the essential nature of City services shall be considered the compelling factor. The least senior qualified employees must accept the overtime assignment after those with seniority have been given first consideration to work the overtime. Overtime work shall be distributed as equitably as possible, in order of seniority within a job group/classification.
- 14.6 Overtime rates shall not be paid more than once for the same hours worked. (All overtime must have the authorization of the Department Director or designee if compensation therefore is to be effected.)
- 14.7 Overtime or Call Back Pay shall not prevail if it is a result of adjustment in working hours as provided for in 13.4 or 13.2.

ARTICLE 15 - ADMINISTRATIVE POLICY - SALARIES

- 15.1 **Payment of Salaries.** The salaries and wages of employees covered by this Agreement shall be paid on or before the fifth (5th) and twentieth (20th) of each month. In the event that payday falls on a holiday, the paychecks shall be made available on the preceding day.
- 15.2 **Salary Schedules.** All regular, full-time, and part-time employees covered by this Agreement shall be compensated according to the salary ranges assigned to the respective classifications in Appendix "A" attached to and considered a part of this Agreement, and the regulations for salary administration contained in this article.
- 15.3 **Administration of Salaries.** The salaries for employees covered by this Agreement will be administered in accordance with the following guidelines:

15.4 Salary Rate Upon Initial Employment:

- (a) Upon initial employment, the entrance rate shall normally be the minimum rate of the range for the class of the position involved. In cases where the Employer believes the circumstances warrant entrance at a rate above the minimum rate, not to exceed Step three (3) of the salary range, this action may be authorized.
- (b) In cases where an employee enters the service in a "trainee capacity", the hiring rate will be reduced by five percent (5%) for a maximum of a one-year period of anticipated training required to reach fully qualified performance.

15.5 Employees shall move through the steps of the salary schedule in accord with the terms and provisions of this contract. No employee shall receive more than a regular one step increase during the course of any 12 months of employment.

15.6 Salary Rate Upon Promotion:

- (a) Upon promotion to a position of a higher classification, the new salary rate shall be the minimum rate (first step) within the new classification, which will represent an increase within the new wage range for the employee. Consideration may be given by the City to promote an employee to a step in the new classification higher than the minimum step as defined in this paragraph if the qualifications of the employee warrant such a circumstance. The provisions of this paragraph do not apply in cases where employees are promoted in a "trainee" capacity. Promotions shall be subject to the thirty (30) day probationary period as outlined in Section 12.2.
- (b) In cases where an employee is promoted to a higher classification in a "trainee" capacity, his/her salary will remain unchanged (except for changes to the pay plan overall) until such time as the employee successfully completes the required training, which will not be less than six (6) months but not more than a year. The employee may opt to return to his/her original classification/ position during this period of time, and the City may return the employee to his/her original classification/position during this period of time if the training is not resulting in the employee's successfully qualifying for the new position. When the trainee's Department Director determines that the prescribed training has been successfully completed, and upon the Department Director's recommendation, the employee's salary shall be increased to the minimum rate in the new classification, which would not result in a base pay decrease to

the employee. The pay will then be adjusted to the next step once the employee successfully completes a probation/evaluation period in the new position, and the employee's anniversary date for promotion to the next pay step will be the date of regular appointment to the new classification.

- 15.7 **Salary Rate Upon Demotion:** Upon demotion due to lack of work or layoff, or at the request of the employee, the new salary rate shall be the employee's salary rate at the time the demotion takes place or the same step in the salary range assigned to the lower classification.

15.8 **Job Classification Changes and New Positions:**

- (a) The position classifications as listed in Appendix "A" shall be maintained in such a way as to accurately reflect the nature and appropriate compensation for the work performed in the job class.
- (b) In the event of the creation of a new job classification, the City shall provide a written notice to the Union concerning the proposed rate of pay and rationales for the new position. The Union may request that the City negotiate the wage rate. Nothing shall prevent the City from hiring an employee pending the outcome of negotiations.
- (c) For the purpose of negotiations, reclassifications, and establishing rates for new positions, the parties herewith recognize that the City and the Union will consider local labor market and comparable cities' wage and benefit rates as relevant criteria for presenting proposals.
- (d) Every wage classification will have the opportunity to compare their wage with the list of comparable cities provided in 15.8(f). All comparisons shall be made at step four (4) or journey level. If the wage falls five percent (5%) or below the average comparable rate, the employee(s) may request an adjustment to be negotiated by the Union Negotiating Committee. The Union will submit such requests to the City no earlier than ~~April~~ March 1 and no later than ~~May 31~~ April 30 during each year of this contract. The City and Union will then meet to negotiate the proper adjustment to bring the position/ classification in line with the comparable average. When an employee/ classification is granted a pay increase or a classification upgrade, the corresponding salary increase shall begin on January 1 of the succeeding year.
- (e) The City and the Union shall maintain the list of cities which represent similar demographics and economic conditions. It is understood that the list of comparable cities is subject to change

with contract renewals based on the latest available data for sorting factors, for example, population, assessed valuation and revenue. Human Resources will prepare updates and submit them to AFSCME representatives during contract negotiations. Not all job position's salaries can be determined by the A.W.C. salary survey and in such a case other sources may be consulted.

(f) The cities mutually agreed to by the City and the Union are as follows:

- | | |
|---------------|-----------------|
| 1. Anacortes | 7. Oak Harbor |
| 2. Bremerton | 8. Pasco |
| 3. Longview | 9. Port Angeles |
| 4. Marysville | 10. Pullman |
| 5. Moses Lake | 11. Walla Walla |
| 6. Mt. Vernon | |

15.9 **Wages**

~~Effective January 1, 2008, January 1, 2009 and January 1, 2010, wages will increase by 100% of the All Urban Consumers West B/C CPI-U, August to August, 2% minimum, 4.5% maximum.~~

~~And, in recognition of the need to maintain our skilled labor force, up to .5% will be added to the cost of living adjustment, not to exceed the 4.5 % maximum cap. This addition will be applied in contract years 2008 and 2009.~~

~~For example: should the CPI be 3.2% an additional .5% would yield a total adjustment of 3.7%. Should the CPI be 4.2% the additional .5% would be capped at 4.5%, not 4.7%.~~

The cost of living adjustment (COLA) for the first year of this contract (2011) shall be 0%. Due to the volatility of the Employer's revenues and the previously used consumer price index, both parties agree to re-open the contract negotiations to address COLA issues for years two and three of the agreement. This re-opener bargaining will commence no later than May 1 of years one and two of the agreement for the succeeding year.

In recognition of the Union's agreement to change medical benefit plans from "AWC Plan B" to the "AWC HealthFirst" medical plan effective July 1, 2010, the City agrees to a .6% pay increase effective January 1 of each year of this agreement. This provision is in recognition of the Union's willingness to move to the new plan 18 months earlier than required. This provision is not intended to set precedence for the disposition of future benefit cost savings.

15.10 Deferred Compensation

The Employer shall provide a maximum two- percent (2%) deferred compensation match on base pay plus longevity.

15.11 Wastewater Treatment Operators time scale to acquire the required certification level:

<u>FROM</u>	<u>TO</u>	<u>TIME FRAME</u>
No certification	OIT	9 months
OIT	Group I	12 months
Group I	Group II	24 months

Employees who fail to meet the above certification requirements and timelines may be terminated.

ARTICLE 16 - SPECIAL COMPENSATION PROVISIONS

16.1 Salary When Assigned as "Leadworker". When employee(s) are assigned to the designation of "Leadworker", they shall receive ten percent (10%) additional compensation over their base rate of pay. When employees cease to function as "Leadworker", their pay shall immediately revert back to their normal base rate. A window period for employees to submit a letter of interest for Leadworker will occur by October 31st of each year. The supervisor will review by December 31st. Assignment of any employee to "Leadworker" shall be in writing and shall receive prior approval by the Department Director to ensure the "Leadworker" criteria have been met. Leadworker compensation shall be for a minimum of one-day service. When serving as a Leadworker out of classification pay does not apply.

16.2 Salary When Working Out of Classification. Employee(s) assigned to fill a vacancy in a higher level classification for a period of two (2) days or more within one work week, or a period of five (5) days or more within any calendar month, will receive up to a five percent (5%) increase for such hours worked. This five percent (5%) increase will be retroactively paid to the first day of such assigned work and continue until the assigned work at the higher classification ceases.

16.3 Longevity Pay. Employees shall receive longevity pay based on the continuous length of service from the last date of hire. Longevity pay shall be in addition to the employee's base rate of pay as follows:

After 5 or more years of service, 1% per month

After 10 or more years of service, 2% per month
After 15 or more years of service, 3% per month
After 20 or more years of service, 4% per month
After 25 or more years of service, 5% per month

Longevity pay shall begin on the employee's anniversary date, pro-rated for the month, and paid on the 5th of the following month. For example, an employee whose anniversary is September 18 would be paid 18/30ths of the longevity increase.

- 16.4 **Tool Reimbursement** Mechanics are required to provide their own tools. Consistent with IRS regulations, a tool reimbursement will be made providing receipts are provided to a maximum of \$400 per year. Any accumulation of \$200 - \$400 will be reimbursed when submitted, but only two (2) checks per year will be issued. The final date for submittal of receipts is December 20 of each year.

Should an employee eligible for tool reimbursement leave City employment or transfer to another position, they agree to prorated reimbursement to the City through payroll deduction. For example, an employee who receives the \$400 allowance in January then leaves in June will reimburse the City \$200.

Such tool reimbursement shall be for the purpose of replacing broken, worn out or stolen tools, or to purchase additional tools.

- 16.5 **Special licences, certificates, etc.** The Employer shall pay the applicable fees for renewing special licenses, certificates, etc. if such is required to be maintained as a condition of employment with the City.

ARTICLE 17 - SHIFT DIFFERENTIAL

The Employer agrees to pay a shift differential premium of \$.40 per hour for work performed on ~~swing~~, split or graveyard night shifts.

ARTICLE 18 - HOLIDAYS

- 18.1 **Holidays.** The following shall be recognized as paid holidays for regular, full and part time employees covered by this Agreement.

New Year's Day (January 1)
Martin Luther King Day (Third Monday of January)
Presidents' Day (Third Monday of February)

Memorial Day (Last Monday of May)
 Fourth of July
 Labor Day (First Monday in September)
 Veterans' Day (November 11)
 Thanksgiving Day (Fourth Thursday in November)
 Day after Thanksgiving
 Christmas Day (December 25th)
 One Floating Holiday mutually agreed to in advance by Employer
 and Employee

- 18.2 Holidays are intended for use on the assigned date for a particular year and do not carry forward if unused. Likewise, the Floating Holiday may only be used in the year it is earned. It does not carry forward and has no cash-out value. Floating holidays must be used in no less than two (2) hour increments.

For newly hired employees their initial floating holiday will be pro-rated by quarter based on hire date. The proration is as follows: Eight (8) hours if hired January through March, six (6) hours April through June, four (4) hours July through September, and two (2) hours October through December.

- 18.2 3 To be eligible for holiday pay, the employee must work their scheduled workday before and after the paid holiday, unless he/she is on an excused absence.

- 18.3 4 **Holiday Pay.** Eligible employees shall receive one day's pay at their regular hourly rate for each of the holidays listed above on which they perform no work.

- 18.4 5 When any of the above-named holidays occur on a normal business day (Monday through Friday), eligible employees, with the exception of continuous operation and essential personnel, will be granted time off duty.

- 18.5-6 **Weekend Holidays.** When any day observed as a holiday by the Employer falls on a Sunday, the following Monday will be observed as a regular holiday. When any of the above-recognized holidays fall on a Saturday, the holiday will be observed on the proceeding Friday.

- 18.6 7 The above policy is applicable for employees on a five (5) day, Monday-through-Friday, schedule.

- 18.7 8 For employees on a schedule other than a Monday-through-Friday workweek, the following will apply:

- (a) When a holiday observed by the Employer falls on an employee's first day of rest, the preceding day shall be recognized as his/her holiday.
- (b) When a holiday observed by the Employer falls on an employee's second day of rest, the following day shall be recognized as his/her holiday.
- (c) If the employee is required to work on his/her holiday as outlined in 18.5-6, 18.6~~7~~ and 18.7 ~~8~~(a) and (b) above, due to essential operations, he/she will be compensated for that day as outlined in the following Section 18.8 ~~9~~.

18.8 ~~9~~ All regular employees covered by this Agreement shall be compensated at one and one-half (1 ½) times their regular hourly rate for all hours worked on the holiday in addition to their holiday pay at their regular hourly rate.

18.9~~10~~ Employees under this Agreement employed by the Police Department shall receive one and one-half (1 ½) their regular hourly rate for each hour worked on the holiday (excluding floating holiday) in addition to another day off that is mutually agreed to.

18.10~~11~~ Part-time employees shall be paid for hours worked on the holiday on a prorated basis.

ARTICLE 19 - VACATIONS

19.1 Annual leave shall accrue for regular full-time employees under the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual (Hours)</u>	<u>Days</u>
1 - 4 years	10 hours	15
5 - 9 years	12 hours	18
10- 14 years	14 hours	21
15 - 19 years	15 hours	22.5
20 plus years	17 hours	25.5

19.2 Annual leave with pay computed at the same rate according to the time actually worked shall also be allowed to eligible regular part-time employees.

19.3 Annual leave is initially earned by an employee of the City at the rate of ten (10) hours for each month of completed service. Annual leave is not available to the employee until he/she has completed six (6) consecutive months of employment. Annual leave shall be computed on a monthly

basis provided that, when the rate of accrual of annual leave is to increase, such increase will occur in the month following the date in which that employee completes the required time in service which qualifies the employee for the increased annual leave. A rehired employee shall be considered a new employee and must also have six (6) months of continuous employment before being entitled to take annual leave.

19.4 Any portion or the entire annual leave earned prior to but not including the current calendar month is available for use by the employee.

19.5 Annual leave may be accumulated to a total above fifty (50) working days during the calendar year. However, at the end of any calendar year, any annual leave balance above fifty (50) working days shall lapse; that is, an employee at the beginning of any calendar year shall have no more than fifty (50) working days, or four (400) hundred hours, of annual leave due.

In the event an employee utilizes forty (40) hours of vacation accrual, and upon written request to and approval by the Department Director and ~~Human Resources Director~~ Mayor, an employee who cannot use their accrued vacation because of work demands may convert vacation to pay in an amount of at least eight (8) hours and no more than forty (40) hours in any calendar year. For purposes of determining forty (40) consecutive hours regularly scheduled days off, holidays, and sick leave will not be considered as interruptions and will not count as part of the forty (40) hour vacation block.

19.6 All accumulated annual leave is allowed when an employee of more than six (6) months' employment leaves the City employment for any reason. In case of death, all accumulated annual leave is paid to the estate of the employee. All payments as terminal leave or the unused annual leave are based on the employee's salary at the time of separation or death; provided, however, that upon such termination of employment, including death, annual leave shall not exceed payment for thirty (30) days, or two hundred forty (240) hours.

19.7 All regular employees covered by this Agreement are expected to utilize a minimum of ten (10) working days vacation each year.

(1) Employees may use vacation time in increments as small as one quarter (4 .25) hour. Each department shall develop a method for determining vacations, which shall provide for flexibility to the employee and avoid scheduling problems for the Employer.

(2) In the event that scheduling problems preclude two or more employees from taking vacation at the same time, the senior employee will receive preference, provided that if the junior

employee has a scheduled vacation approved, a senior employee cannot displace that vacation within the last month prior to the start of the vacation. (Note: this section may be waived by the departmental policy described in (1) above upon mutual consent of the Employer and the Union).

- (3) Vacation of one (1) working day must be requested at least one (1) working day in advance. Vacation of two (2) working days must be requested at least two (2) working days in advance, etc. Emergency leave may be requested by the employee as needed.
- (4) Approval of vacation leave may not be unreasonably withheld. Examples of conditions where vacation may be appropriately denied include reasonable work-force requirements or insufficient notice. The employer will acknowledge the employee's request within four (4) hours of receiving the request. The employer is required to give an approval or denial in a timely manner.

19.8 **Holiday During Vacation Leave.** Should an employee be on authorized vacation when a holiday occurs, such holiday shall not be charged against vacation leave.

ARTICLE 20 - SICK LEAVE

- 20.1 Regular employees covered by this Agreement will accumulate sick leave at the rate of eight (8) hours for one (1) full month's service. Sick leave accumulated in one (1) year may be carried over to succeeding years. Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave at their prescribed rate.
- 20.2 Sick leave shall be granted for the following reasons:
 - (a) Personal illness or physical incapacity of the employee resulting from causes beyond the employee's control.
 - (b) Enforced quarantine of the employee in accordance with community health regulations.
 - (c) Doctor or dental appointments.
 - (d) Serious illness, injury or death in the employee's immediate family requiring the attendance of the employee (funerals are included). Leave for such reason shall be limited to five (5) days in any one instance. "Immediate family" includes only persons related by blood or marriage or legal adoption in the degree of close relationship of

wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee, but not aunt, uncle, cousin, niece or nephew unless living in the employee's household.

- 20.3 When an employee goes on sick leave, they must notify their supervisor immediately. Failure to do so may result in denial of sick leave pay. To receive sick leave pay in excess of three (3) working days, the Employer may require a statement by a physician certifying that the employee's conditions prevented them from performing the duties of their position. In addition, a physician's statement may be required for sick leave taken under three (3) days.
- 20.4 Absence for a part of a day for reasons in accordance with the sick leave provisions shall be charged against accrued sick leave on an hourly basis. Holidays and other regular days off shall not be charged against sick leave.
- 20.5 Employees, after five (5) years of continuous service, shall be compensated in the form of cash ~~or payment of medical premiums (at the employee's choice)~~ for twenty-five percent (25%) of all accumulated unused sick leave up to a maximum of one hundred twenty (120) days accrual (thirty days pay equivalent) when they are separated from employment as a result of voluntary resignation, discharge (except discharge for cause), retirement or death. In the event of death, payment is made to the employee's estate.

ARTICLE 21 - ADJUSTMENT FOR WORKMEN'S COMPENSATION

- 21.1 For a period of absence from work due to injury or occupational disease resulting from employment, the employee shall file an application for Workmen's Compensation in accordance with State Law. To ensure prompt enrollment for benefits, employees must report work related illness or injury 1) to their immediate supervisor, and 2) to the health care provider and request the official Workman's Compensation form at the time of treatment. The City's preference is for employees to see treatment at the Wenatchee Valley Clinic Occupational Health Department.
- 21.2 If the employee has accumulated sick or annual leave credit, the Employer shall pay the difference between time loss compensation and full regular salary unless the employee elects not to utilize sick leave. Deductions will be made from sick leave first and then annual leave.
- 21.3 Should an employee receive Workers' Compensation for time loss and use their leave bank they must sign their L&I time loss check over to the City and turn it into payroll. Payroll will then credit their leave bank for the

time the employee bought back with the L&I check. The buy back is calculated by dividing the L&I time loss check by the employee's hourly rate and rounding to the nearest hour.

If the employee took leave for the same period they were paid time loss and does not turn the time loss check into payroll the employee's pay will be reduced by the amount of the L&I time loss check.

21.4 Until eligibility for Workers' Compensation is determined by the Department of Labor and Industries, the Employer may pay full sick leave. The employee shall return any subsequent overpayment to the Employer (through the payroll division) and such sick leave shall be credited to the employee in the amount covered by the overpayment.

21.5 Should any employee apply for Industrial Insurance time loss compensation and in the event that this claim is denied, sick leave and annual leave may be used for such absence.

21.6 Nothing herein pertains to permanent disability award.

21.7 In an effort to reduce L&I claim costs and to assist employees to return to work, the City may exercise the right to offer light duty work. Consideration will be made on a case-by-case basis, after analysis of the specific situation and identification of meaningful light-duty assignments. The analysis will include consultation with the healthcare provider, L&I personnel, the employee and the approval of management.

21.8 Accommodations of Light Duty provisions for Police Guild members:

For non-emergency business when a commissioned officer is available through light-duty needs or otherwise, an officer may serve as an extra assistant. Duties might include receipt of non-emergency phone calls, or transfer of such calls. In addition an officer could handle walk-in visits from which the officer could carry out commissioned duties, such as report writing, appropriate customer follow-up, or general duties of a police officer.

This staffing assistance is intended to have a positive effect on ~~dispatch/~~ records personnel as they pursue training requirements/opportunities, staff meetings, handle emergency situations, or enjoy a less hectic shift. The presence of a commissioned officer would never replace ~~Dispatch/~~ records personnel or take overtime or ability to work overtime from ~~Dispatch/~~ records personnel.

ARTICLE 22 - OTHER LEAVES

- 22.1 **Leave of Absence.** A leave of absence without pay may be granted at the discretion of the City.
- 22.2 **Military Service.** Any employee who is a member of a reserve force of the United States, or of this State, and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States, or this State, shall be granted a leave of absence during the period of such activity. The same shall apply to employees who serve the United States as a result of the Selective Service Act.
- 22.3 **Jury Duty.** Employees shall be encouraged to serve on jury duty at times when they are called. Employees so called for jury duty shall suffer no loss of pay. Employees called during the day shall report immediately by phone to their supervisor for instructions as to whether to report for work during the remainder of the workday. Employees shall maintain their regular pay during such leave with no charges to their vacation bank. The employee is entitled to keep reimbursement for mileage expenses paid by the court and any other payments for jury duty.
- 22.4 **Educational Leave.** Educational leave shall be administered in accordance with personnel policies and regulations established by the Employer.
- 22.5 Leave for **Pregnancy Disability and Family Medical Leave** shall be granted in accordance with State and Federal laws, and per City of Wenatchee Family Medical Leave Policy. ~~Effective January 1, 2002, the City will amend administration of the Family Medical Leave Act.~~ ~~Determining Leave of Availability,~~ FMLA is available for up to twelve (12) weeks during a twelve (12) month period. For purposes of calculating leave availability; the twelve (12) month period is calendar year January 1 to December 31.

ARTICLE 23 - GENERAL PROVISIONS

- 23.1 **Union Business.** The Employer agrees that, during the life of this Agreement, accredited representatives of Washington State Council of County and City Employees, whether local or international representatives, shall have reasonable access to the premises of the Employer at any time during working hours with prior approval of Management, for the purpose of administering the Agreement, negotiation of new contractual items, or investigating problems when such investigations may forestall grievances or disputes. Other matters of

- mutual concern shall be brought to the labor-management meetings for the purpose of discussing an acceptable method to solve each problem. For all items in this section union employees will give a three (3) day notice to their immediate supervisor for approval for scheduled absence.
- 23.2 **Union Business Bulletin Board and E-mail.** The Employer agrees to furnish and maintain suitable bulletin boards to be used by the Union. The bulletin boards shall be maintained in each department. Material deemed to be offensive to the Employer or the morale of the employees shall not be permitted. The employer agrees to allow the Union to use departmental e-mail for the main purpose to post union information. It is specifically understood that no notice of a discriminatory or political nature, nor notice that would be offensive to a reasonable person shall be posted.
- 23.3 **Union Business Leave.** Local Union negotiating committee members shall be afforded the necessary amount of time, without loss of pay, to conduct contract negotiations, grievance hearings and/or labor-management meetings during working hours, provided that such time does not interfere with City operations (see 23.1 regarding notification to the immediate supervisor).
- 23.4 **Union Stewards.** The names of employees selected as stewards and the name of other Union representatives who may represent employees shall be certified in writing to the Employer by the Union within one (1) calendar week following any change in the aforementioned assignments.
- 23.5 **New and Terminated Employees.** A designated Union officer may inquire and may be given the names of all new eligible bargaining unit employees who are hired or terminated during the month.
- 23.6 **Labor Management Meetings.** It is mutually agreed that the Negotiating Committees for the Local 846 and the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Safety items shall be included as eligible topics for discussion in labor/management meetings. Meetings shall be conducted quarterly, but they may be scheduled more often by mutual agreement (see 23.1 regarding scheduling).
- 23.7 **Printing of the Labor Agreement.** The Employer and Local 846 mutually agree to share the cost equally of producing the required number of contract copies.
- 23.8 **Uniforms and Protective Clothing.** The Employer agrees to supply the necessary safety equipment as required by Washington State Labor and Industries safety regulations and as administered by the City Safety Committee.

23.8a The Employer will provide and the employee shall take all necessary training for the proper use and maintenance of such special equipment as determined by the Employer or required by law.

23.9 **On-Call Incentive.** Any employee who is required to carry an electronic device (beeper/radio/pager) which may result in a need to respond to the workplace outside of normal working hours will be granted eight (8) hours of leave, or ten (10) hours of straight time pay for every seven (7) days on which the device is required to be carried. In addition, any employee required to carry such a device on a holiday will be granted four (4) additional hours of leave or five (5) hours of straight time pay in addition to his/her normal incentive for carrying the electronic device. Such leave days will be scheduled by the Employer and the employee such that normal operations of the department are not disrupted.

This incentive is not intended to reflect compensable work, but rather to cover the inconvenience of carrying a beeper/radio/pager.

In the event an employee cannot carry the electronic device for seven (7) days consecutively that employee shall be paid one point one four (1.14) hours of leave or one point four three (1.43) hours of straight time pay at his/her scale for each day carried. It is the responsibility of the employee to notify the supervisor if they are not able to be on-call.

23.10 **Tuition Reimbursement.** The City will reimburse employees for the tuition cost of accredited courses that directly apply to the employee's job. The City and/or employee may recommend a course in which the employee may enroll. Reimbursement will depend on prior approval from the Department Director. Payment shall occur when the employee provides a transcript, certificate or some other document showing that they have successfully completed the course and received a passing grade of C or better.

23.11 Upon inquiry, City employees shall be provided with information on training, education, and experience necessary to place them in an advantageous position for promotion or transfer to another City job position.

23.12 **Progressive Discipline.** The City may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against that person concerning his/her work or conduct. No such prior warning notice shall be necessary for actions that include but may not be limited to dishonesty, drinking, the use of illegal drugs related to his/her employment, proven recklessness, or

carrying of unauthorized firearms, or willful damage to City property or equipment.

Any employee may request an investigation of his discharge or suspension or any warning notice, and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the City in writing within ten (10) working days after the discharge, suspension or warning notice; if not presented within such period; the right of protest shall be waived. A copy of such protest shall be given to the City and be referred immediately to the Grievance Procedure article of this Agreement. The City shall give to a discharged employee a written notice of termination stating reasons for termination and at the same time send a copy to the local union involved.

Although the steps of progressive discipline (as outlined below) shall generally be followed, exceptions and deviations may occur when circumstances warrant progressive steps to be skipped. Disciplinary actions or measures may include the following:

- | | |
|----------------------|---------------|
| a. oral reprimand | c. suspension |
| b. written reprimand | d. discharge |

Any disciplinary action or measure taken against a regular employee ~~shall~~ may be processed as a grievance through the regular grievance procedure.

The City shall not impose disciplinary action upon any employee without just cause. The employee and the Union shall be notified in writing that an employee has been disciplined. Employees shall have the right to request that any irrelevant, corrected, or insignificant items in their personnel files be reviewed by the City for removal.

ARTICLE 24 - HEALTH AND WELFARE

- 24.1 **Group Insurance - Health and Welfare.** The Employer shall maintain a group Medical/Dental/Vision and group life insurance program and shall pay the full premium for the employee's coverage.
- 24.2 Eligible employees covered by this Agreement may obtain coverage for their eligible dependents under the City's Group Medical/Dental/Vision Insurance Program. The Employer shall pay 75% of the cost for dependent premiums. Premiums are subject to change. The City will notify the Union President and Staff Representative of any premium changes as soon as the City is made aware.

- 24.3 Should a change in the carrier currently providing group insurance coverage become necessary or desirable during the life of this Agreement, the City agrees that it will evaluate alternative carriers and/or insurance packages in determining what group insurance coverage will be provided, and will make a good-faith effort to provide the bargaining unit as a whole with benefits that are substantially similar to those currently in effect.

Effective July 1, 2010, the employees of Local 846 will switch from the "AWC Plan B" to the "AWC HealthFirst" medical insurance plan.

- 24.4 The Employer agrees to representation and participation by a designated Union representative to review medical insurance policies, proposed changes regarding coverage, etc., and shall notify such representatives of meetings held by the City Council for such purpose.
- 24.5 The Employer will provide opportunity for up to three (3) Union representatives to participate on the City's Employee Benefits Committee for the purpose of participating in the recommendations about employee benefits made by the Committee to the City Council. All records of cost to and administration of the program will be made available to the Union upon request, provided that no information relating to the personal medical history of any employee and/or employee dependent shall be made available except as provided for by law.

ARTICLE 25 - SUPPLEMENTAL AGREEMENT

This Agreement may be amended or modified, provided that such amendments or modifications are mutually agreed upon by both the Employer and the Union. Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions.

ARTICLE 26 - SAVINGS CLAUSE

In the event that any provisions of this Agreement shall at any time be made invalid by applicable legislation, or be declared invalid by any Court of competent jurisdiction, such action shall not invalidate the entire Agreement. It is the intention of the parties hereto that all other provisions not made invalid shall remain in full force and effect.

ARTICLE 27 - ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties, terminating all prior agreements, arrangements and practices, and concluding all negotiations during the term of this Agreement, except as provided in Article 25, Supplemental Agreement.

ARTICLE 28 - STRIKES AND LOCKOUTS

- 28.1 **Lockouts**. No lockouts of employees shall be instituted by the Employer during the term of this Agreement.
- 28.2 **Strikes**. No employee shall strike or refuse to perform his/her assigned duties to the best of their ability. The Union agrees that it will not cause or condone any strikes, slowdowns or other interference with the normal operation of the City during the terms of this Agreement.

ARTICLE 29 - DURATION OF AGREEMENT

This Agreement shall become effective on the first day of January 2011 and continue in full force and effect through the 31st day of December 2013.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of May, 2010.

FOR THE UNION:

Dave Erickson,
President, Local 846

Don Boxford,
Staff Representative, Local 846

Debbie Fisch,
Secretary, Local 846

FOR THE CITY:

Dennis Johnson,
Mayor

~~Sandra Smeller,~~
~~Human Resources Director~~
Dan Frazier
Public Works Director – Operations

Judy Smith
Human Resources Manager

**CITY OF WENATCHEE
PUBLIC WORKS (AFSCME)
APPENDIX "A" 2011 PAY PLAN
0.6% increase effective 1/1/11**

CLASSIFICATION	STEP 1	2 YEAR STEP 2 105%	3 YEAR STEP 3 105%	4 YEAR STEP 4 105%
Associate Engineer	4,612.61	4,843.24	5,085.40	5,339.67
Engineer Technician	4,383.97	4,603.17	4,833.32	5,074.99
Regional Water Operator	4,160.23	4,368.24	4,586.66	4,815.99
Maintenance Worker/WWTP	4,160.23	4,368.24	4,586.66	4,815.99
Museum Curator	4,107.54	4,312.92	4,528.56	4,754.99
Traffic Light Technician	4,107.54	4,312.92	4,528.56	4,754.99
Museum Projects Coordinator	4,099.71	4,304.70	4,519.93	4,745.93
Quality Control Technician	4,093.61	4,298.29	4,513.20	4,738.86
Environmental Technician	4,093.61	4,298.29	4,513.20	4,738.86
Plan Review Specialist	4,086.45	4,290.78	4,505.31	4,730.58
WWTP Operator	4,049.91	4,252.41	4,465.03	4,688.28
WWTP Operator/Collections	4,049.91	4,252.41	4,465.03	4,688.28
Regional Operator/Utility Worker/Water	4,049.91	4,252.41	4,465.03	4,688.28
Lab Technician	4,017.86	4,218.76	4,429.69	4,651.18
Facility Maintenance Technician-HVAC Specialist	4,017.86	4,218.76	4,429.69	4,651.18
Mechanic	3,942.74	4,139.87	4,346.87	4,564.21
Facility Maintenance Technician-Generalist	3,806.24	3,996.55	4,196.38	4,406.20
Exhibits Coordinator	3,743.56	3,930.74	4,127.27	4,333.64
Recreation Coordinator	3,743.56	3,930.74	4,127.27	4,333.64
Utility Worker/Water	3,702.27	3,887.38	4,081.75	4,285.84
Utility Worker/Streets	3,702.27	3,887.38	4,081.75	4,285.84
Utility Worker/Street-Storm	3,702.27	3,887.38	4,081.75	4,285.84
Utility Worker/Water-Storm	3,702.27	3,887.38	4,081.75	4,285.84
Water Service Specialist	3,702.27	3,887.38	4,081.75	4,285.84

Utility Worker/Parks	3,625.97	3,807.26	3,997.63	4,197.51
Cemetery Groundskeeper	3,625.97	3,807.26	3,997.63	4,197.51
Museum P.R. Coordinator	3,625.97	3,807.26	3,997.63	4,197.51
Trustie Coordinator	3,625.97	3,807.26	3,997.63	4,197.51
Permit Specialist	3,566.73	3,745.07	3,932.32	4,128.94
Accounting Technician	3,526.26	3,702.57	3,887.70	4,082.09
Fleet & Facilities Specialist	3,526.26	3,702.57	3,887.70	4,082.09
Police Records Specialist	3,351.03	3,518.58	3,694.51	3,879.23
Museum Secretary	3,195.15	3,354.90	3,522.65	3,698.78
Fire & Rescue Secretary	3,195.15	3,354.90	3,522.65	3,698.78
Parks & Recreation Secretary	3,195.15	3,354.90	3,522.65	3,698.78
Utility Billing Specialist	3,195.15	3,354.90	3,522.65	3,698.78
Traffic Bureau Clerk	3,165.21	3,323.47	3,489.64	3,664.12
Police Records Specialist II	3,061.13	3,214.18	3,374.89	3,543.64
Public Works Receptionist	2,986.02	3,135.32	3,292.09	3,456.69
Parking Control Officer	2,986.02	3,135.32	3,292.09	3,456.69
Customer Service Representative	2,750.71	2,888.24	3,032.65	3,184.29

**CITY OF WENATCHEE
PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR : City Council **DATE:** May 24, 2010
TO : Dennis Johnson, Mayor **REGUALR MEETING:** May 27, 2010
FROM: Dan Frazier, Public Works Director - Operations

SUBJECT: Authorization to solicit quotes and purchase a new or demonstration model combination sewer eductor truck.

I. REFERENCE(S):

None

II. ACTION REQUESTED OF COUNCIL/STAFF RECOMMENDATIONS:

Staff recommends that the City Council authorize the Public Works Director-Operations to solicit quotes and purchase a new or demonstration model combination sewer eductor truck.

III. FISCAL IMPACT:

The projected price is between \$260,000 and \$270,000. The amount in the ER&R Fund for Equipment # 4-17 is \$244,347. A grant from the Washington State Department of Ecology has been secured for up to \$50,000 toward equipment purchase.

III. HISTORY AND FACTS BRIEF:

One of the City's combination sewer eductor trucks (a 2000 Vactor - Equipment # 4-17) was scheduled for replacement in 2010. Due to the projected purchase price (\$345,000) exceeding the funds available in the Equipment Rental and Replacement Fund (ER&R) the appropriation was not included in the 2010 budget request. The vendors of these trucks have lowered some prices and several trucks which have been used as demonstration models are available with very low hours. Also the market for used trucks has improved; therefore the value of trading in our existing truck has increased. Based on budget numbers from vendors, we should expect to pay between \$260,000 and \$270,000 when the trade-in value is factored into the purchase.

IV. ADMINISTRATIVE ROUTING:

Tammy Stanger, City Clerk
Mark Calhoun, Finance Director

FOR : City Council **DATE:** May 24, 2010
TO : Dennis Johnson, Mayor **REGULAR MEETING:** May 27, 2010
FROM: Gary Owen, City Engineer

I. REFERENCE(S):

- II. STAFF RECOMMENDATIONS:**

III. FISCAL IMPACT:

IV. PROPOSED PROJECT SCHEDULE:

V. HISTORY AND FACTS BRIEF:

The construction contract was awarded on August 13, 2009 including bid alternate #1 and leaving a construction contingency. The Wenatchee Reclamation District allocated approximately \$44,000 to the project which was adequate funding when combined with the construction contingency to add bid alternate #2 which essentially consists of an additional coat of paint. This left the project with no construction cost contingency.

The total construction administration/inspection cost under this agreement is now \$115,987.81 which is approximately 8.4% of the current contract construction cost which remains a reasonable cost and within standard costs for this type of construction administration and inspection services.

VI. ADMINISTRATIVE ROUTING:

PW's Agenda Report 2010-38



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address HDR Engineering, Inc. 1715 South Reserve Street, Suite C Missoula, MT 59801	
Original Agreement Number 0907		Phone: 406-532-2200	
Project Number ARRA-1405(006)		Execution Date	Completion Date 11/30/2009
Project Title Columbia River Pipeline Bridge		New Maximum Amount Payable \$ 168,957.81	
Description of Work Inspection and Construction Administration Services as described in Supplemental Agreement Number 1.			

The Local Agency of the City of Wenatchee
desires to supplement the agreement entered into with HDR Engineering, Inc.
and executed on 4/30/2009 and identified as Agreement No. N/A

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Scope of work to remain the same as in supplement number 1. Hours for construction inspection, administration are allowed to increase to a bottom line of not more than the new maximum amount payable.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date is revised to 9/30/2010

III

Section V, PAYMENT, shall be amended as follows:

No changes to payment section V other than increasing the budget of supplement number 1 \$21,000 which increases the maximum amount payable of \$168,957.81 under this agreement.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Craig T. Caprara, Section Mgr

By: Dennis Johnson, Mayor


Consultant Signature

Approving Authority Signature

Date

Gary Owen

From: Mahre, Paul [MahreP@wsdot.wa.gov]
Sent: Tuesday, May 11, 2010 9:07 AM
To: Gary Owen
Cc: Boatright, Greg
Subject: FW: Your lucky day!

Congratulations, spend it wisely.

From: Davis, Kathleen
Sent: Monday, May 10, 2010 1:47 PM
To: Campbell, Neal; Mahre, Paul
Subject: Your lucky day!

Based on further review and consideration of the following projects, and the additional funding available due to closures of previous ARRA projects the following increases of ARRA will be provided:

Hoquiam - \$ 131,071
Tenino - \$ 35,000
Wenatchee - \$ 21,000

Amendments to TIP/STIP will need to take place. Once the STIP is approved, a supplement will need to be authorized.

Kathleen

**CITY OF WENATCHEE
PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR : City Council

DATE: May 24, 2010

TO : Dennis Johnson, Mayor

REGULAR MEETING: May 27, 2010

FROM: ^{GPO} Gary Owen, City Engineer

**SUBJECT: Washington and Miller Street Signal project #0608
Bid Award**

I. REFERENCE(S):

1. Attached Bid Tabulation

II. STAFF RECOMMENDATIONS:

Staff recommends that the City Council award the contract for the Washington and Miller Street Signal project, city project number 0608 to the low bidder, Hurst Construction, in the amount of \$202,248.00, and authorize the Mayor to sign the contracts.

III. FISCAL IMPACT:

Construction Project Funding Consists of \$250,000 in FHWA Intersection & Corridor Safety Program funds. This program also provided \$50,000 in design funding for a total of \$300,000.

Other project expenditures include city purchase of some materials, consultant design fees, right-of-way acquisition, and staff construction administration and inspection. The arterial street fund will partially fund the various project elements at a cost of approximately \$93,475.

IV. PROPOSED PROJECT SCHEDULE:

The Notice to proceed will be issued to the contractor after all required documents are submitted and approved. The project work should start in mid to late June and the contract allows for 20 working days so construction should be completed by early to mid August depending on weather and material delivery timelines.

V. HISTORY AND FACTS BRIEF

This project is included in the City of Wenatchee Six Year Transportation Improvement Program. Design work started in 2006 and then the original design consultant closed the Seattle office which was managing this project. We subsequently terminated that design contract and awarded the remaining majority of design work to another design firm.

This project replaces the existing aging signal system with a modern system including pedestrian signals, modifies the curb radius returns to provide better maneuverability, and provides for protected left turns on Miller Street.

VI. ADMINISTRATIVE ROUTING:

Steve King, Public Works Director-Engineering
Tammy Stanger, City Clerk

WASHINGTON AND MILLER STREET INTERSECTION
PROJECT 0608

Hurst LLC
Engineering Estimate
Contractor
No 1
Contractor
No. 2
Contractor
McCandlish Elect
Pipkin
Construction
No. 3

Item No.	Quantity	Unit	Item	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
PREPARATION											
1	1	L.S.	MOBILIZATION	\$15,760	\$ 15,760.00	13,000.00	13,000.00	10,000.00	10,000.00	20,000.00	20,000.00
2	1	L.S.	CLEARING AND GRUBBING	\$1,000	\$ 1,000.00	1,300.00	1,300.00	1,600.00	1,600.00	6,000.00	6,000.00
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	\$2,000	\$ 2,000.00	7,300.00	7,300.00	8,000.00	8,000.00	7,000.00	7,000.00
4	1	L.S.	REMOVING EXISTING PAVEMENT MARKINGS	\$1,000	\$ 1,000.00	1,600.00	1,600.00	1,500.00	1,500.00	1,000.00	1,000.00
STORM SEWER											
5	3	Each	CATCH BASIN TYPE 1	\$1,200	\$ 3,600.00	1,600.00	4,800.00	2,000.00	6,000.00	1,300.00	3,900.00
6	6	L.F.	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM	\$45	\$ 270.00	92.00	552.00	100.00	600.00	10.00	60.00
7	11	L.F.	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM	\$45	\$ 495.00	100.00	1,100.00	100.00	1,100.00	10.00	110.00
SURFACING											
8	150	Ton	CRUSHED SURFACING TOP COURSE	\$40	\$ 6,000.00	41.00	6,150.00	50.00	7,500.00	20.00	3,000.00
HOT MIX ASPHALT											
9	40	Ton	COMMERCIAL HMA	\$150	\$ 6,000.00	160.00	6,400.00	200.00	8,000.00	210.00	8,400.00
IRRIGATION AND WATER DIST.											
10	1	EST	IRRIGATION REPAIR	\$2,000	\$ 2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
EROSION CONTROL AND PLANTING											
11	3	Each	INLET PROTECTION	\$200	\$ 600.00	100.00	300.00	100.00	300.00	75.00	225.00
12	1	EST	LANDSCAPING	\$2,000	\$ 2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
TRAFFIC											
13	3180	L.F.	PAINT LINE	1.00	\$ 3,180.00	0.55	1,749.00	0.55	1,749.00	0.50	1,590.00
14	400	L.F.	PLASTIC WIDE LINE	5.00	\$ 2,000.00	5.20	2,080.00	5.00	2,000.00	4.50	1,800.00
15	432	S.F.	PLASTIC CROSSWALK LINE	\$5	\$ 2,160.00	7.50	3,240.00	7.25	3,132.00	6.50	2,808.00
16	94	L.F.	PLASTIC STOP LINE	\$5	\$ 470.00	18.00	1,692.00	18.00	1,692.00	16.00	1,504.00
17	8	Each	PLASTIC TRAFFIC ARROW	\$125	\$ 1,000.00	200.00	1,600.00	200.00	1,600.00	180.00	1,440.00
18	1060	L.F.	PAINTED CURB	\$2	\$ 2,120.00	1.90	2,014.00	2.00	2,120.00	1.70	1,802.00
19	1	L.S.	PERMANENT SIGNING	\$4,000	\$ 4,000.00	3,300.00	3,300.00	4,800.00	4,800.00	4,000.00	4,000.00
20	1	L.S.	TRAFFIC SIGNAL SYSTEM	\$10,000	\$ 10,000.00	102,000.00	102,000.00	93,500.00	93,500.00	99,000.00	99,000.00
21	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	\$17,000	\$ 17,000.00	9,300.00	9,300.00	20,000.00	20,000.00	40,000.00	40,000.00
22	1	L.S.	PEDESTRIAN CONTROL AND PROTECTION	\$1,000	\$ 1,000.00	500.00	500.00	5,000.00	5,000.00	4,000.00	4,000.00
OTHER ITEMS											
23	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B	\$1,000	\$ 1,000.00	1.00	1.00	1,000.00	1,000.00	500.00	500.00
24	1	L.S.	ROADWAY SURVEYING	\$3,000	\$ 3,000.00	2,750.00	2,750.00	3,800.00	3,800.00	2,500.00	2,500.00
25	90	L.F.	MONOLITHIC CEMENT CONC. CURB, GUTTER, AND SIDEWALK	\$80	\$ 7,200.00	88.00	7,920.00	100.00	9,000.00	110.00	9,900.00
26	6	Each	CEMENT CONC. CURB RAMP TYPE 2	\$1,800	\$ 10,800.00	1,900.00	11,400.00	2,300.00	13,800.00	1,500.00	9,000.00
27	2	Each	CEMENT CONC. CURB RAMP TYPE 4C	\$1,800	\$ 3,600.00	1,900.00	3,800.00	2,300.00	4,600.00	1,500.00	3,000.00
28	1	EST	UNKNOWN UTILITY REPAIR	\$2,000	\$ 2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
29	1	L.S.	SPOC PLAN	\$500	\$ 500.00	300.00	300.00	500.00	500.00	500.00	500.00
30	1	L.S.	AS CONSTRUCTED DRAWINGS	\$1,000	\$ 1,000.00	100.00	100.00	200.00	200.00	150.00	150.00
				Total	\$ 212,755.00	Total	\$ 202,248.00	Total	\$ 219,093.00	Total	\$ 239,189.00

Bid Bond	YES	Bid Bond	YES	Bid Bond	YES
Non-Col	YES	Non-Col	YES	Non-Col	YES
Signed Proposal	YES	Signed Proposal	YES	Signed Proposal	YES
Addenda Ack	YES	Addenda Ack	YES	Addenda Ack	YES

**PUBLIC WORKS DEPARTMENT
AGENDA REPORT**

FOR: City Council

DATE: May 24, 2010

TO: Dennis Johnson, Mayor

REGULAR MEETING: May 27, 2010

FROM: Steve King, Public Works Director-Engineering

SUBJECT: Comprehensive Stormwater Plan Update

I. REFERENCES:

1. City of Wenatchee Comprehensive Stormwater Plan Update, March 2010
<ftp://ftp.wenatcheewa.gov/Public%20Works/Storm%20Water%20Comp%20Plan/>
2. City of Wenatchee Capital Improvement Costs, Table 9.2-3
3. Financial Consulting Services Group (FSCG) Rate Study Summary
4. Resolution 2010-39

II. ACTION REQUESTED OF COUNCIL/STAFF RECOMMENDATIONS:

1. Conduct a public hearing.
2. Staff recommends that City Council approve Resolution 2010-39 adopting the City of Wenatchee Comprehensive Stormwater Plan Update.

III. FISCAL IMPACT:

FCSG has completed a rate study analysis based on the capital projects proposed in the 2010 Stormwater Comprehensive Plan Update. The rates shown in the attached summary illustrate an estimate of projected rate increases over the next six years assuming new rates are effective January 1, 2011. FSCG has also recommended issuance of bonds later this year to fund the capital improvements shown in the plan. Rate adoption would occur at the time of bond issuance later this summer.

IV. HISTORY AND FACTS BRIEF:

The Comprehensive Stormwater Plan Update addresses the changes that have occurred in stormwater regulations and in the city's urban area since the 2000 Comprehensive Stormwater Plan and provides an updated capital improvement project list for 2010 through 2019.

Last summer HDR and city staff presented the City of Wenatchee Comprehensive Stormwater Plan Update at a city council work session. Minor corrections were made to the stormwater plan update which was then submitted to the Washington State Department of Commerce for review in January 2010. A

SEPA checklist was prepared and on February 5, 2010 a determination of nonsignificance was issued. No comments were received on the threshold determination. Also in February city staff presented the plan to the Wenatchee Planning Commission. On March 17, 2010 the Wenatchee Planning Commission held a public hearing. No comments were received and the Planning Commission recommended that the stormwater plan update be forwarded to the Wenatchee City Council for approval.

Since March city staff has been working with FCS Group to complete the rate study analysis. This work has resulted in some changes to the timing of the capital projects as well as a re-organization of the project table to distinguish between conveyance, extension, water quality and replacement projects.

V. ADMINISTRATIVE ROUTING:

Tammy Stanger, City Clerk
Mark Calhoun, Finance Director

Table 9.2-3
Capital Improvement Costs
Revised 5-24-2010

Project Code	Location	Project Type	Pipe Size (inch)	Length (LF)	Priority	Completion Date	Estimated Cost in 2009 dollars	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
								1	2	3	4	5	6	7	8	9	10
Conveyance																	
C2	North Wenatchee Ave/Duncan Drainage Improvements	Conveyance	12	2,000	Long	2017	\$344,500								\$471,500		
C3	Western Avenue Drainage Improvements	Conveyance	18	3,190	Long	2018	\$590,000									\$839,800	
C4	Pershing Drainage Improvements	Conveyance	24	1,340	Long	2017	\$324,000								\$443,400		
C5	Filbeck Drainage Improvements	Conveyance	12	366	Long	2018	\$50,000									\$71,200	
C6	Seattle Drainage Improvements	Conveyance	12	1,276	Long	2017	\$163,500								\$223,800		
C7	Tacoma and Pine Drainage Improvements	Conveyance	12	1310	Long	2018	\$172,800									\$245,900	
C8	Ramona and Sunset Drainage Improvements	Conveyance	12	2,430	Long	2019	\$314,000										\$464,800
C9	Orchard Drainage Improvements	Conveyance	12	974	Long	2018	\$128,500									\$182,900	
C10	Kenaston and Linville Drainage Improvements	Conveyance	12	1,860	Long	2018	\$239,500									\$340,900	
C11	Marr and Margo Drainage Improvements	Conveyance	12	2,540	Mid	2012	\$325,500			\$366,100							
C12	South Wenatchee Drainage Improvements	Conveyance	12	1,686	Short	2011	\$221,500		\$239,600								
C13	Skyline Drive Drainage Improvements	Conveyance	12, 18	3,800 1,341	Long	2019	\$696,000										\$1,030,300
C14	Horse Lake Road Drainage Improvements	Conveyance	12	4,020	Long	2018	\$521,900									\$742,800	
C15	Poplar Drainage Improvements	Conveyance	12	660	Long	2019	\$84,000										\$124,300
C16	Methow Drainage Improvements	Conveyance	12	1,670	Long	2018	\$219,600									\$312,600	
C17	Day Road Drainage Improvements	Conveyance	12	2,520	Long	2017	\$323,500								\$442,700		
Sub-Total =								\$0	\$239,600	\$366,100	\$0	\$0	\$0	\$0	\$1,581,400	\$2,736,100	\$1,619,400
Extension																	
E1	Walnut Drainage Extension	Extension	12, 18	1,560 1,660	Long	2018	\$448,000									\$637,600	
E2	McKittrick Drainage Extension	Extension	12, 18, 24	1,700 2,520 1,320	Long	2018	\$844,000									\$1,201,300	
E3	Maple Street Drainage Extension	Extension	12	614	Long	2018	\$79,500									\$113,200	
E4	Springwater Drainage Extension	Extension	12	2,550	Long	2018	\$330,000									\$469,700	
E5	South Hills Drive Drainage Extension	Extension	12	1,840	Long	2018	\$237,500									\$338,000	
E6	Avenida Drainage Extension	Extension	12	464	Long	2018	\$63,500									\$90,400	
E7	Squilchuck Drainage Extension	Extension	12, 18, 24	2,080 820 350	Long	2018	\$454,000									\$646,200	
E8	Jennings Drainage Extension	Extension	12	1,135	Long	2018	\$149,000									\$212,100	
E9	Ione and Maxine Drainage Extension	Extension	12	2,182	Long	2018	\$285,000									\$405,600	
Sub-Total =								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,114,100	\$0
Water Quality Facility																	
WQ3	Decant Facility	Water Quality	n/a	n/a	Long	2019	\$500,000										\$740,100
Sub-Total =								\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$740,100
Replacement Projects																	
R1 (C1)	North Miller Drainage Improvements	Conveyance	72	1,603	Long	2018	\$1,430,000									\$2,035,300	
R2 (C18)	North Wenatchee Stormwater Facility Improvements	Conveyance			Mid	2013	\$100,000				\$117,000						
R3 (WQ1)	Snow Melt Water Quality Facility	Water Quality	n/a	n/a	Short	2011	\$300,000	\$156,000	\$162,250								
R4 (WQ2)	Linden Tree Phase II	Water Quality	n/a	n/a	Mid	2013	\$250,000				\$292,500						
	Miscellaneous Replacement Projects									\$105,419		\$228,043	\$296,456	\$369,978			
Sub-Total =								\$156,000	\$162,250	\$105,419	\$292,500	\$228,043	\$296,456	\$369,978	\$0	\$2,035,300	\$0
Annual Total Capital Improvement Projects =								\$156,000	\$401,850	\$471,519	\$292,500	\$228,043	\$296,456	\$369,978	\$1,581,400	\$8,885,500	\$2,359,500

- Notes:
1. Costs are planning level estimates and conceptual in nature. Costs are based upon 2008 and 2009 historical bid information for the Wenatchee Area including the Rock Island Road Reconstruction project for the City of East Wenatchee and the Riverside Drive Project for the City of Wenatchee.
 2. Pipe construction costs are based on the pricing detailed in Table XX.
 3. Paving and trenching costs are based upon City requirements for trench patch sections that were averaged into a linear foot cost based upon the diameter of the pipe and anticipated trench patch width.
 4. Structure costs were further developed as individual structure costs inclusive of all installation costs and were assumed to be located every 300 feet along the length of the pipe.
 5. Miscellaneous replacement projects will be identified through inspection of the stormwater system.
 6. Costs have been escalated based on 4% increase in construction costs per year.

City of Wenatchee

Stormwater Utility

Summary

Capital Funding	2010	2011	2012	2013	2014	2015	2016
Total Capital Projects	\$ 100,000	\$ 484,340	\$ 457,480	\$ 393,702	\$ 228,043	\$ 296,456	\$ 369,978
Use of Revenue Bond Proceeds	\$ 100,000	\$ -	\$ -	\$ 201,440	\$ -	\$ -	\$ -
Rate-funded Capital Replacement	-	50,195	105,419	164,454	228,043	296,456	369,978
Use of Capital Fund Balance	-	434,145	352,061	27,808	-	-	-
Direct Rate Funding	-	-	-	-	-	-	-
Total Funding Sources	\$ 100,000	\$ 484,340	\$ 457,480	\$ 393,702	\$ 228,043	\$ 296,456	\$ 369,978

Revenue Requirements	2010	2011	2012	2013	2014	2015	2016
Revenues							
Rate Revenues Under Existing Rates	\$ 1,017,205	\$ 1,022,851	\$ 1,028,496	\$ 1,034,142	\$ 1,039,787	\$ 1,045,433	\$ 1,051,109
Non-Rate Revenues	48,440	2,595	6,303	6,311	6,928	6,936	3,968
Total Revenues	\$ 1,065,646	\$ 1,025,446	\$ 1,034,799	\$ 1,040,453	\$ 1,046,715	\$ 1,052,369	\$ 1,055,077
Expenses							
Current Cash Operating Expenses	\$ 770,049	\$ 790,428	\$ 815,850	\$ 842,115	\$ 869,252	\$ 897,290	\$ 916,162
Current Debt Service	255,903	252,983	254,695	255,695	256,100	255,900	255,190
Proposed Future Debt Service	78,941	78,941	78,941	99,227	99,227	99,227	99,227
Rate Funded System Reinvestment	-	50,195	105,419	164,454	228,043	296,456	369,978
Additions to Operating Reserve	-	-	-	-	-	-	19,007
Total Expenses	\$ 1,104,893	\$ 1,172,547	\$ 1,254,905	\$ 1,361,492	\$ 1,452,623	\$ 1,548,874	\$ 1,659,564
Annual Surplus / (Deficiency)	\$ (39,247)	\$ (147,101)	\$ (220,106)	\$ (321,039)	\$ (405,907)	\$ (496,505)	\$ (604,487)
Net Revenue from Rate Increases	-	171,936	220,106	321,039	405,907	496,505	777,382
Use of Operating Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Surplus / (Deficiency)	\$ (39,247)	\$ 24,836	\$ -	\$ -	\$ 0	\$ 0	\$ 172,895
Annual Rate Adjustment	0.00%	16.81%	3.93%	7.94%	6.10%	6.08%	17.94%
Cumulative Annual Rate Adjustment	0.00%	16.81%	21.40%	31.04%	39.04%	47.49%	73.96%
Rate Revenues After Rate Increases	\$ 1,017,205	\$ 1,194,787	\$ 1,248,602	\$ 1,355,180	\$ 1,445,695	\$ 1,541,938	\$ 1,828,491
Net Cash Flow After Rate Increase	(39,247)	24,836	-	-	-	-	191,902
Revenue Bond Coverage After Rate Increases	0.88	1.25	1.35	1.47	1.64	1.84	2.59
Coverage Realized on All Debt	0.88	1.25	1.35	1.47	1.64	1.84	2.59
Monthly Rate per ERU	\$ 4.67	\$ 5.46	\$ 5.67	\$ 6.12	\$ 6.49	\$ 6.89	\$ 8.12

Ending Fund Balances	2010	2011	2012	2013	2014	2015	2016
Operating Fund	\$ 68,800	\$ 93,636	\$ 93,636	\$ 93,636	\$ 93,636	\$ 93,636	\$ 150,190
Capital Fund	795,000	368,805	27,808	29,395	30,276	31,185	167,468
Debt Reserve	78,941	78,941	78,941	99,227	99,227	99,227	99,227
Total	\$ 942,741	\$ 541,382	\$ 200,385	\$ 222,258	\$ 223,140	\$ 224,048	\$ 416,886
Combined Minimum Target Balance	\$ 205,006	\$ 211,525	\$ 218,006	\$ 244,571	\$ 249,082	\$ 254,351	\$ 552,134

Stormwater Bill	2010	2011	2012	2013	2014	2015	2016
Monthly Bill per ERU	\$ 4.67	\$ 5.46	\$ 5.67	\$ 6.12	\$ 6.49	\$ 6.89	\$ 8.12
Dollar Increase	\$ -	\$ 0.79	\$ 0.21	\$ 0.45	\$ 0.37	\$ 0.39	\$ 1.24
<i>Total</i>	<i>0.00%</i>	<i>16.81%</i>	<i>3.93%</i>	<i>7.94%</i>	<i>6.10%</i>	<i>6.08%</i>	<i>17.94%</i>

RESOLUTION NO. 2010-39

A RESOLUTION, adopting the Comprehensive Stormwater Plan Update.

WHEREAS, the City of Wenatchee owns and operates an urban stormwater system, and

WHEREAS, the City of Wenatchee has established a stormwater utility to fund maintenance and improvements to the stormwater system in the urban area, and

WHEREAS, the City of Wenatchee is permitted under the National Pollutant Discharge Elimination System Eastern Washington Phase II Municipal Stormwater Permit issued by the Washington State Department of Ecology, and

WHEREAS, the Comprehensive Stormwater Plan Update was prepared to set forth policies, address changes to stormwater regulations and update the Capital Improvement Plan.

WHEREAS, the Comprehensive Stormwater Plan Update was sent to the Washington State Department of Commerce for review on January 26, 2010 and a Determination of Non-Significance was issued on February 5, 2010, and

WHEREAS, the Wenatchee Planning Commission held a duly advertised public hearing and forwarded its recommendation for adoption to the City Council on March 17, 2010.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE as follows:

SECTION I

The Comprehensive Stormwater Plan Update as set forth in Attachment
“A” attached hereto shall be, and hereby is, adopted by the City of Wenatchee.

**PASSED BY THE CITY COUNCIL OF THE CITY OF
WENATCHEE**, at a regular meeting thereof, this _____ day of _____, 2010.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
DENNIS JOHNSON, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

CITY OF WENATCHEE
DEPARTMENT OF COMMUNITY DEVELOPMENT
INTEROFFICE MEMORANDUM

TO: Dennis Johnson, Mayor
City Council Members

FROM: Monica Libbey, Planning Manager

SUBJECT: Public Hearing - Amending 2009 CDBG Annual Action Plan

DATE: May 24, 2010

CC: Steve King, Director of Public Works - Engineering

OVERVIEW

Summary: CDBG 2009 Action Plan Amendment reprograms the balance of 2009 Methow park project funds to the 2009 South Wenatchee sidewalks project, totaling \$30,420.66.

Action

Requested: Motion – "I move to approve the substantial amendment to the City's 2009 Annual CDBG Action Plan, summarized as re-programming the remaining balance from the 2009 Methow Park project to the 2009 South Wenatchee Sidewalk project, totaling \$30,420.66."

Budget

Impact: Increases the 2009 CDBG Sidewalk fund to approximately \$50,600.

BACKGROUND

The Methow Park and Pennsylvania Park projects have been completed and accepted by the City. The Methow Park Community Development Block Grant (CDBG) budget includes funds no longer needed for the park projects.

The proposed amendment to the 2009 Annual Action Plan reprograms the remaining park funds to the South Wenatchee sidewalk program.

Given these amendments qualify as "substantial amendments" under the City's Citizen Participation Program, official public notice of the proposed amendments & scheduled public hearing was provided on April 23, 2010. Comments were accepted on the proposal until May 24, 2010. To date no public comments have been received. A public hearing shall be held by the City Council on May 27, 2010 to consider all public comments and take action on the proposed amendment.

If anyone would like additional information, or have any questions, please call me at 664-3363, or ext. 3237.